

MAPLE & CO

FURNITURE

FOR

BANKS

OFFICES

BOARD

ROOMS

FURNITURE

MAPLE & CO. FIT UP OFFICES,

Board Rooms and Committee Rooms

for Banking, Insurance, and Railway Companies, Solicitors, and others. Being manufacturers on a very large scale, they are able to carry out all such orders in the most expeditious manner, as well as at the smallest cost consistent with good materials and workmanship.

TOTTENHAM COURT ROAD LONDON

MIDLAND RAILWAY HOTELS.

LONDON - MIDLAND GRAND - St. Pancras Station, N.W.

(Within Shilling and fare of Gray's Inn, Inns of Court, Temple Bar, and Law Courts, &c. Buses to all parts every minute. Close to King's Cross Metropolitan Railway Station. The New Vacation Rooms are available for Public and Private Dinners, Arbitration Meetings, &c.)

LIVERPOOL	-	ADELPHI	-	Close to Central (Midland) Station.
BRADFORD	-	MIDLAND	-	Excellent Restaurant.
LEEDS	-	QUEEN'S	-	In Centre of Town.
DERBY	-	MIDLAND	-	For Peak of Derbyshire.
MORECAMBE	-	MIDLAND	-	Tennis Lawn to Seashore. Golf.

Tariffs on Application.

Telegraphic Address "Midotel."

WILLIAM TOWLE, Manager Midland Railway Hotels.

IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of
LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of
LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to
THE LICENSES INSURANCE CORPORATION AND
GUARANTEE FUND, LIMITED,
24, MOORGATE STREET, LONDON, E.C.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,

THE
PERFECTED
OF
LIFE
ASSURANCE.

AND
SECURE.

TOTAL ASSETS, £2,881,000. INCOME, £334,000.

The Yearly New Business exceeds ONE MILLION.

Assurances in force, TEN MILLIONS.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord Chancellor).

The Hon. Mr. Justice KEKEWICH.

The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.

FREDERICK JOHN BLAKE, Esq.

WILLIAM WILLIAMS, Esq.

VOL. XXXIX., No. 43

The Solicitors' Journal and Reporter.

LONDON, AUGUST 24, 1895.

Contents.

CURRENT TOPICS.....	731	WINDING UP NOTICES.....	730
THE REPORT ON COMPANY LAW.....	732	CREDITORS' NOTICES.....	730
CORRESPONDENCE.....	734	BANKRUPTCY NOTICES.....	737
LEGAL NEWS.....	735	PUBLIC GENERAL STATUTES.....	

Cases Reported this Week.

<i>In the Solicitors' Journal.</i>		Beighton v. Beighton.....	685
Buxton v. Kemp.....	734	Bircham & Co.; In re.....	673
Clark v. Spiller.....	734	Burrows, In re. Coghorn v. Burrows.....	689
Gibbs v. Jacob.....	734	Croftland v. Wrigley.....	670
"Morocco Bound" Syndicate (Lim.).....	734	Lavy and Another (Appellants) v. London County Council (Respondents).....	677
V. F. J. Harris and Others.....	734	Maux v. Great Eastern Railway Co.	680
Robins & Co. v. Gray.....	734	Middleton v. Bradley.....	684
Smallwood (Respondent) v. Sheppards (Appellant).....	735	Reg. v. Incorporated Law Society.....	687
<i>In the Weekly Reporter.</i>			
Allen and Another (Appellants) v. London County Council (Respondents).....	674		

CURRENT TOPICS.

ON THE FIRST day of the Vacation Sittings Mr. Justice MATHEW had before him a rather long list of thirty-one applications. It is a noticeable fact that, contrary to all experience, nearly the whole of these were disposed of, in addition to several *ex parte* applications, a very small number of cases being directed to stand over.

Up to Thursday evening there had been no appointment of a new Solicitor-General. Sir EDWARD CLARKE, for the reasons we stated last week, has definitely declined the office, and the choice appears to lie now between Mr. FINLAY and Mr. BYRNE. Political considerations seem to indicate that the latter gentleman is likely to be appointed, but his claims as a lawyer can hardly rank with those of Mr. FINLAY.

It is natural and convenient that in so simple a matter as a disqualification for conviction of treason or felony the House of Commons should itself decide as to the right of an elected candidate to be a member, and the Attorney-General's motion with regard to JOHN DALY was clearly the correct course to adopt under the circumstances. By section 2 of the Forfeiture Act, 1870 (33 & 34 Vict. c. 23), it is provided that any person convicted of treason or felony, for which he shall be sentenced to death, or penal servitude, or any term of imprisonment with hard labour, or exceeding twelve months, shall become, and (until he shall have suffered the punishment to which he had been sentenced, or such other punishment as by competent authority may be substituted for the same, or shall receive a free pardon) shall continue incapable of being elected, or sitting, or voting as a member of either House of Parliament. In the present case JOHN DALY, who was elected as a member for the City of Limerick, was convicted of treason-felony at the Warwick Assizes in July, 1884, and was sentenced to penal servitude for life, a sentence which he is now undergoing. These facts appeared from a Parliamentary paper laid on the table of the House, containing a certified copy of the conviction, judgment, and sentence, and also a certificate from the governor of Portland Prison that the convict is still imprisoned under the sentence. The Attorney-General's motion that JOHN DALY "is incapable of being elected or returned as a member of this House" simply declared the obvious result of the Act of 1870 as applied to the facts of the case.

THERE IS much to be said for the contention raised by Sir ALBERT ROLLIT in the House of Commons on Tuesday that Government property ought to be rated in exactly the same manner as private property. It is, indeed, simply the corollary of the principle established by *The Moray Dock case* (11 H. L. Cas. 445), and followed recently by the House of Lords in *The*

In case of infringement of patent damage is presumed
trade mark damage must be proved

London Sewers cases (42 W. R. 330; 1893, A. C. 562), that property is none the less rateable because it is devoted to public purposes. Upon what basis it shall be rated is frequently a matter of difficulty, though less so since the rules applicable to the matter were laid down in the last-mentioned cases; but, however the assessment is arrived at, it should make no difference whether the property is in the Government, or a local authority, or a private owner. The only way of doing justice as between the ratepayers is to make all property contribute alike, regardless of the question of ownership. The Government, of course, recognize the claim to contribution, and the late Government have, it appears, increased the contribution for the present year by £48,000, bringing the whole amount required for contributions in lieu of rates, and for rates on ambassadors' houses, and for the expenses of the Rating of Government Property Department, up to the sum of £315,525. Apparently the Government entertain no strong objection to allowing the assessments to be made by the usual authorities provided that uniformity of rating can be secured by retaining the services of a Government inspector. But the same claim might be made on behalf of any corporation, such as a railway company, which has property scattered over different parts of the Kingdom. At any rate the Government, recognizing the importance of the matter, have decided to give full consideration to it, though it remains doubtful what form the inquiry will take.

Bradford v. Pickles settles that the malicious exercise of a legal right constitutes in English law no cause of action. The notion that it might be actionable is founded on a passage in the Digest (39, 3, *De Aqua et Aqua Pluvia Arcenda*, 1 Ulp. 12), where MARCELLUS is quoted as saying that to dig in one's own land, and so cut off the supply of water from a neighbour's well, is not actionable unless done "*animo vicini nocendi*." In *Chasemore v. Richards* (7 H. L. Cas. 249) Lord WENSLEYDALE stated, on the authority of a passage in BELL'S PRINCIPLES (s. 966), that the same rule applies in the law of Scotland, though this was questioned by Lord WATSON in *Corporation of Bradford v. Pickles*. In principle there is much to recommend the notion (*cf.* Pollock on Torts, 4th ed., p. 144). In the present case the plaintiffs were the owners of the Bradford Waterworks. The defendant was the owner of land adjacent to the Many Wells Springs, one of the sources from which the town was served. The water supplying the springs percolated through his land in undefined channels, and, consequently, on the principle of *Chasemore v. Richards*, he was entitled to divert it. He announced to the corporation his intention of executing drainage works on the land which would have the effect of diverting the water, alleging that he was desirous of working the stone under the land. NORTH, J., found as a fact (42 W. R. 697) that his actual motive was to carry on the plaintiffs' water supply, with the ultimate purpose of compelling them to buy him off. But if this was so, it would bring his conduct within the legal meaning of malice. In the language of Lord ESHER in *Bowen v. Hall* (6 Q. B. D., at p. 338), he would have threatened to use his land for the indirect purpose of injuring the plaintiffs, or of benefiting himself at the expense of the plaintiffs, and such conduct would be restrainable by injunction—this was the object of the action in question—if legal malice renders actionable the otherwise lawful exercise of a right of property. No precedent, however, exists for such a restriction of the rights of owners, and the House of Lords, affirming the decision of the Court of Appeal and (on this point) of NORTH, J., have declined to make one.

THE LAW relating to the measure of damages in respect of infringement of patents and trade-marks was much discussed in the two important cases of *The United Horse-shoe and Nail Co. v. Stewart* (13 App. Cas. 401), and *The American Branded Wire Co. v. Thomson* (44 Ch. D. 274). In the first place it is to be observed that the principle is the same in respect of patents and trade-marks with this distinction, that in the case of the former damage is presumed from the fact of infringement, in that of

the latter it must be proved; but if there is no effective competition with a trade-mark it stands in the same position as a patent as regards the measure of damages for its infringement (*cf. Leather Cloth Co. v. Hirschfield*, L. R. 1 Eq. 299). It seems to be established by the two cases above-named that (1) where A.'s patent is infringed by B.'s, A., the patentee, is entitled to substantial damages, although B., the infringer, might have manufactured an equally good article without committing an infringement; (2) if A. reduces his prices lower than B.'s prices in order to drive the latter out of the market the loss sustained by reason of this reduction cannot be recovered; (3) if there is other competition in the market besides B.'s, A. cannot recover loss which he may incur by having to reduce his prices to meet this competition; and (4) if there is no effective competition other than that of B., and A. reduces his prices to meet this (but does not reduce them so low as B.'s prices) the loss arising from this reduction is recoverable, subject to a deduction for an increase of sales due to the lower prices. A further case, however, which is not dealt with in the above-mentioned judgments may arise, and did in fact arise in an unreported case. A. is the owner of a trade-mark which has a practical monopoly, and is therefore analogous to a patent. B. sells very inferior goods under a mark which admittedly infringes A.'s mark, and thereby much damages A.'s reputation. Therefore B. buys up C.'s business, and sells under a genuine mark goods which, though not of the same quality as A.'s, are much superior to the infringing goods, and thereby knocks A. out of the market. In this case no doubt the real loss is inflicted by a genuine competition on the part of B. under C.'s mark; but the competition could never have succeeded unless B. had previously injured A.'s reputation by infringing his trade-mark. In such a case it is submitted that A. can recover from B. all the losses he has sustained, on two grounds: (1) B. would otherwise be enabled to take advantage of his own wrong; (2) the damage is the result actually intended by B. to arise from the infringement, and cannot therefore be too remote. In other words, where the infringer is himself the supplanter, the loss sustained owing to his competition will be recoverable.

THE REPORT ON COMPANY LAW.

III.

It remains to notice the passages in the Board of Trade Committee's report dealing with the security of creditors and with accounts. Persons who give credit to a limited company must of course accept the fact that they have only the assets of the company and the uncalled capital to look to, but they may fairly claim to be secured against reckless trading on the part of the directors, and to have readily accessible information as to incumbrances which the company has created. At present no such check is imposed on the dealings of a company as exists by force of the bankruptcy law in the case of a private trader. Directors may improperly pledge the credit of the company, and otherwise prejudice the creditors, without incurring any risk of personal liability. To remedy this state of things the committee have introduced into their draft Bill clauses imposing personal liability on directors who incur debts knowing that the company has no reasonable expectation of being able to pay them, or give undue preference to any creditors of the company, or pledge or dispose of any property obtained on credit otherwise than in the ordinary course of business. The directors, it is suggested, shall be liable to discharge such debt, and to make good the loss sustained by such fraudulent preference, or pledging or disposal of property. Provisions of this nature ought to form a substantial check upon the carrying on of business and the contracting of fresh debts after a company has become insolvent.

But creditors, in addition to the reliance which they ought to be able to place on the proper conduct of the company's business by the directors, are largely interested in knowing how far the assets of the company are already incumbered. With the existing powers of borrowing money and creating mortgages the committee do not propose to interfere. The suggestion for limiting the borrowing powers to some fixed proportion of the subscribed or the paid-up capital is rejected as impracticable, and

the forms of charge which are specially open to criticism—mortgages of uncalled capital, and debentures created by way of floating charge on the company's assets—are, it is observed, fully established by judicial decision, while the frequency with which they are resorted to shews that they are forms of security which are found useful by borrowing companies and appreciated by investors. The committee, therefore, confine their recommendations to the question of securing an efficient register of such charges, open to the inspection of all creditors and all persons asked to give credit to a company. Section 43 of the Companies Act, 1862, already provides for the keeping by the company of a register of mortgages and charges specifically affecting its property, but the only effect of not keeping the register is to make the directors liable to a penalty, and it is not open to inspection by any person until he is already a shareholder or creditor. The section, consequently, is of little use, and it has, the report observes, become almost a dead letter. And this result, it is added, is not altogether the fault of creditors. It may be thought that the limited extent to which they avail themselves of such rights as are given by the existing law indicates that the demand for further disclosure is more theoretical than practical; but the answer is that creditors are not likely to avail themselves of their right of inspection at the company's office if they wish to retain business connections with the company. There is, further, the question of debentures charged on chattels of the company, which are exempted from the necessity of registration under the Bills of Sale Acts (*Re Standard Manufacturing Co.*, 39 W. R. 369; 1891, 1 Ch. 627).

The committee propose to give efficacy to the registration of mortgages and charges by taking the registration out of the hands of the company, and entrusting it to the Joint Stock Registry office, and they recommend that any unregistered mortgage or charge which requires registration shall be invalid as against liquidators and creditors. It will thus become incumbent on the mortgagee in his own interest to see that the registration is duly effected. The requirement of registration, however, is not made universal. The committee observe that there are liens, mortgages, and charges of daily occurrence in the usual transactions of business which it would be inconvenient to register, and the validity of which should not be dependent on their registration. The difficulty is met by applying the requirement of registration only to charges on uncalled or unpaid capital, to floating charges, to mortgages or charges for securing any issue of debentures, and to mortgages on chattels which would require registration under the Bills of Sales Act if made by an individual trader, with a proviso that it shall not be necessary to register liens by law or charges created in the ordinary course of business. The register, as thus restricted, is to be open for public inspection, and a chronological index to be kept so as to make the information afforded by it more easily accessible.

The paragraphs of the report dealing with accounts relate to the proper keeping of the accounts, to the question of the publication of annual balance-sheets, and to the auditing of the accounts. As to the keeping of the accounts, the draft Bill contains clauses making it obligatory on the directors and managers of a company to cause proper books of accounts to be kept, and once at least in every year, and at intervals of not more than fifteen months, to lay a balance-sheet before the shareholders in general meeting. This, of course, is no more than is ordinarily done in every well-managed company. No attempt is made to settle a statutory form of balance-sheet for general use by all companies, but it is recommended that certain particulars shall be made compulsory—namely: (1) the amount of share capital issued, and the amount paid up thereon, distinguishing that paid up in cash and that paid otherwise than in cash, and the arrears of calls due; (2) debts due by the company, distinguishing debentures and floating charges; (3) debts due to the company after making allowance for bad or doubtful debts; and (4) a statement as to the basis on which the assets have been valued, and what provision, if any, has been made for depreciation.

The question of the compulsory filing of the annual balance-sheet with the registrar, so as to make it open for public inspection, has given rise to great difference of opinion. As

we have already stated, Mr. Justice VAUGHAN WILLIAMS includes in his dissentient memorandum a recommendation in favour of publication, though he thinks that it is chiefly required in the case of "private" companies. In the case of public companies with a large body of shareholders, the publication of the balance-sheet to the shareholders is, in effect, publication to the world at large. But, after all, the financial condition of a company is primarily a matter of domestic concern. The balance of opinion, as shewn by the communications addressed to the committee, was decidedly adverse to publication, and after a very full discussion the committee determined not to recommend it. In this decision they were probably right.

With regard to audit the committee recommend the extension to all companies of the principle of section 7 of the Companies Act, 1879, relating to the accounts of banking companies. An annual audit is made compulsory; the auditors are to be appointed by the company in general meeting, or, failing this, the appointment may be made by the Board of Trade on the application of any member, and the auditors are to have the right of access to the books of the company, and are to be entitled to require from the directors and officers of the company such information and explanation as may be necessary for the performance of their duties. In all this again, save as to appointment by the Board of Trade, there is nothing opposed to ordinary practice, and small companies which have hitherto dispensed with an audit will be benefited by having this necessary check upon the accounts forced upon them. But in one particular a proposal of a novel character is made. It is proposed that it shall be the duty of the auditors to require, and of the directors to supply, what may be termed a private balance-sheet, giving the full details upon which the balance-sheet to be issued to the shareholders is founded. This private balance-sheet will be signed on behalf of the board and certified by the auditors, and will be kept as part of the records of the company. The object of the proposal is to secure increased care and attention on the part of the directors, and to bring home to their minds their responsibility with respect to the issued balance-sheet. It is thought that it will conduce to care in seeing that the summary of the accounts exhibited to the shareholders is based upon sufficient and trustworthy materials, and that it will also preserve evidence in favour of the directors that they have actually exercised their judgment on the matters appearing in the private balance-sheet. The committee were also asked to formulate in a statutory form the principles and conditions on which revenue may be divided as profit; but on this difficult question, which has been before the courts in several cases recently, they decline to afford any guidance. If it is desired to formulate the law on the subject, they recommend that the task should be entrusted to a small body of experts specially appointed for the purpose.

From this review of the report of the committee it is clear that no extensive interference with the present constitution of companies is contemplated. The committee hope, by the particulars which are to be specified in the prospectus, to secure that companies shall start business with a reasonable chance of success, and they intend, by the additional importance to be given to the first general meeting, to afford the shareholders a chance of withdrawing from improper contracts before it is too late. They also hope, by the provisions of the draft Bill as to the liability of promoters and directors, to secure honesty and diligence in the creation and management of companies in the interest both of shareholders and of creditors, and the shareholders, and indirectly also the creditors, are to be protected by the more stringent arrangements for keeping and auditing the accounts. Creditors, moreover, if the proposals of the committee are carried into effect, will no longer be able to complain that they have given credit in ignorance of charges on unpaid capital and of floating charges covering the whole of the company's assets. All these are provisions designed to secure the more efficient carrying on of company business upon existing lines. The general principles of the existing law remain untouched. The committee have fully recognized the risk of damaging a vast body of legitimate and successful business if too drastic proposals are made for dealing with the evils which have sprung up in the course of its development. This cautious policy justifies the expectation that the labours of the committee will bear fruit in useful legislation.

CORRESPONDENCE.

THE MORTGAGEES LEGAL COSTS ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your comment on my letter of the 13th, permit me to point out that *Re Corsellis*, though of course in *pari materia*, does not touch the precise point under consideration, and that, if taken to be good law, it only adds one more to the previously recognized anomalies of the subject. For it is to be noted that in that case neither Kay, J., nor the Lords Justices say one word in disapproval of *Whitney v. Smith* (L. R. 4 Ch. 513), which is an express decision of the Court of Appeal that *cestuis que trust* are not entitled to the benefit of a solicitor-trustee's charges for preparing mortgages for the trust moneys, as being a profit made by him out of his trust. Giffard, L.J., distinctly states that no case has gone to the length of saying that they are so entitled, and he adds that it would be very unjust that they should be so.

Aug. 17.

[We hope that when the question arises, *Whitney v. Smith* will be held to be the better authority.—ED. S. J.]

L. W. L.

CASES OF THE WEEK.

Before the Vacation Judge.

CLARK v. SPILLER—August 20th.

PRACTICE—LEAVE TO PLACE CAUSE IN VACATION LIST—OMISSION OF ENDORSEMENT ON BRIEF.

This was an application upon behalf of the plaintiff that the case might be put into the Vacation list for Tuesday next, August 27, under the following circumstances:—The action was brought against the defendant, as trustee of a will, for breach of trust and for the usual accounts. The case was in the paper for hearing before North, J., as a short cause on the last day of the sittings, but the defendant's consent had not been obtained. North, J., adjourned the case, giving leave to put it in the Vacation list, but counsel for the plaintiff omitted to indorse his brief to that effect, and the officials refused to put the case in the Vacation list in the absence of the indorsement initialled by the registrar.

MATHEW, J., granted the application; the plaintiff to give the defendant notice of motion for August 27.—COUNSEL, G. H. Stutfield; Lavington. SOLICITORS, James Terrill; George & Jackson.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

GIBBS v. JACOB—20th August.

PRACTICE—VACATION COURT—MOTION FOR ATTACHMENT—ADJOURNMENT TO JUDGE TO WHOM ACTION ASSIGNED.

This was a motion on behalf of the plaintiffs that they might be at liberty to issue a writ or writs of attachment against the defendant Jacob for his default in not lodging in court on or before the 13th of July, 1895, or subsequently within four days after service upon him of an order made in the action dated the 24th of June, 1895, the sum of £592 15s. 6d. as directed in the schedule to the order, or in the alternative, that the defendant might be committed for contempt. Upon the defendant's behalf it was admitted that there had been contempt in the sense that the money had not been paid into court; but it was submitted that there was no real contempt. The reason the defendant had not paid was that it was impossible for him to do so as he had not got the money. The question was whether under the circumstances the court would exercise its punitive jurisdiction, or whether it would order the motion to stand over in order that it might be dealt with by Stirling J., to whom the action was assigned.

MATHEW, J., said that, as the defendant's affidavit held out no hope of payment, the usual course must be followed. The attachment must go, but the writ would lie in the office for ten days.—COUNSEL, Robertson-Macdonald; Stewart-Smith. SOLICITORS, Robbins, Billing, & Co.; Jacob.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

THE "MOROCCO BOUND" SYNDICATE (LIM.) v. F. J. HARRIS AND OTHERS—20th August.

PRACTICE—SERVICE OF NOTICE OF MOTION—DOUBT AS TO REGULARITY OF SERVICE—SERVICE BY REGISTERED LETTER.

This was a motion upon behalf of the plaintiffs for an injunction restraining the defendants, their servants or agents, from performing or representing, or booking engagements for, or advertising performances or intended performances of, a certain musical comedy or stage play called "Morocco Bound," the property of the plaintiffs. Upon behalf of the defendant Harris the preliminary objection was taken that he had not been properly served. The plaintiffs obtained leave to serve notice of motion for the 13th of August, and the notice was served on the morning of the 13th of August, which was insufficient. Upon behalf of the plaintiffs it was stated that the service took place on the 10th of August.

MATHEW, J., said that, having regard to the conflicting statements, there would be leave to serve the writ and notice of motion for Tuesday

next, August 27, upon the defendant Harris by registered letter.—COUNSEL, F. Dodd; Jenkins; Martelli. SOLICITORS, W. M. Tison; Bolton & Mole [Reported by J. E. ALDOUS, Barrister-at-Law.]

BUXTON v. KEMP—20th August.

RECEIVER—LICENSED PROPERTY—PROTECTION ORDER—TRANSFER OF LICENCE.

This was a motion on behalf of the plaintiff and of Thomas Stacey Jeans, the receiver and manager appointed by an order dated the 1st of August, 1895, for an order that the defendants "do remove from and yield up possession of the Anglers' Hotel, Teddington, in the county of Middlesex, to the said Thomas Stacey Jeans, as such receiver and manager, and for an order restraining the defendants from further opposing the application of the said receiver to the magistrates sitting at Teddington for an order under 5 & 6 Vict. c. 44, s. 1, authorizing him to use, exercise, and carry on the business of a licensed victualler at the said house, and for an order that the defendants do forthwith hand over to the said Thomas Stacey Jeans, such receiver and manager as aforesaid, the licences under which the said premises are now carried on." The action was one for dissolution of partnership, the Anglers' Hotel being partnership property. It appeared from the affidavits that, in pursuance of the order of August 1, 1895, the receiver and manager took up his residence at the hotel for the purpose of managing the business, and that on August 12, 1895, he applied to the Teddington magistrates for a protection order to enable him, although not the actual licence holder, to carry on the business of the hotel. The defendants opposed that application upon the ground that, under 5 & 6 Vict. c. 44, s. 1, and 9 Geo. 4, c. 61, the magistrates had no jurisdiction to grant the protection order. The magistrates decided to let the matter stand over until the then next transfer day. The sale of the hotel had been fixed for August 27 next, and the defendants stated that they intended to bid for the property.

MATHEW, J., made no order; the defendants undertaking that, in the event of their not becoming purchasers of the hotel on August 27 next, they would forthwith give up possession to the receiver and manager, and do all things necessary to obtain a protection order and transfer of the licence.—COUNSEL, Clare and Nash; Lynch and Condy. SOLICITORS, H. P. Becker; R. Burgess.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

ROBINS & CO. v. GRAY—No. 1, August 1st and 2nd.

INNKEEPER—LIEN—GOODS OF THIRD PERSON.

This was an appeal in an action tried before Wills, J., without a jury. The plaintiffs were dealers in sewing-machines and other articles, and they had in their employment one Edward Green as their commercial traveller, and his duties were to canvass for orders for the plaintiffs, and to sell their goods upon commission. In April, 1894, Green, for the purposes of his business as such commercial traveller, went to stay at the defendant's hotel, and remained there until the end of July. During his stay the plaintiffs, from time to time, sent to him certain sewing-machines and other articles, for the purpose of selling them to customers in the neighbourhood of the hotel. Green became indebted to the defendant for board and lodging to the amount of £4 0s. 8d., which sum he failed to pay. Thereupon the defendant detained certain of the goods sent by the plaintiffs to Green, claiming a lien on them in respect of Green's debt. It appeared that before the said debt was contracted, and before the goods had been received into the hotel, the plaintiffs expressly informed the defendant that the goods were theirs and not the property of Green. The plaintiffs brought an action for detinue. Wills, J., gave judgment for the defendant. The goods in question were of a kind which a commercial traveller would in the ordinary course carry about with him to the inns at which he put up, as part of the regular apparatus of his calling, and which the innkeeper would, consequently, be bound to receive into his inn and to take care of while they were there. It was immaterial whether the defendant, at the time the debt was incurred, knew that the goods belonged to the plaintiffs and not to Green. Knowledge on the part of the innkeeper that the goods brought by, or sent to, the guest were not the guest's property was material only where the goods were of a description which the innkeeper was not bound to receive. The defendant was bound to receive these goods and a lien attached to them. From this judgment the plaintiffs appealed. The following cases were cited on their behalf:—*Turrell v. Crawley* (18 L. J., Q. B. 155); *Broadwood v. Granara* (10 Exch. 417); *Threlfall v. Borwick* (20 W. R. 1032, L. R. 7 Q. B. 711, 23 W. R. 812, L. R. 10 Q. B. 210); *Gordon v. Silber* (39 W. R. 111, 25 Q. B. D. 491).

The COURT (LORD KESLER, M.R., KAT and A. L. SMITH, L.JJ.) dismissed the appeal. If a traveller comes to an inn the innkeeper is bound to take him in, and also the luggage he brings with him. He cannot discriminate and say, "I will take you in, but not your luggage," unless the latter is of an unreasonable or dangerous nature. The guest may be travelling with somebody else's luggage and say so; yet the innkeeper must take it in. The innkeeper's liability is not that of a pledgee or bailee, but he is bound to keep the goods safe, and in respect of this obligation and liability he has a lien on them for taking care of them. He has a lien not only against the guest but, beyond the guest, against the true owner. He is not bound to examine who is the true owner of goods, but he is bound to take them in. If goods were sent to the guest for a special and temporary purpose the

innkeeper would not be bound to receive them as the goods of the guest, and he would have no lien on them; but in this case he had received them as the goods of the guest, and as the sort of goods the guest was accustomed to take about with him. The obligations, liabilities, and rights of the innkeeper were entirely regulated by the custom of the realm. Appeal dismissed.—COUNSEL, *A. Powell and W. G. Grant; Hume Williams and Shaw.* SOLICITORS, *W. Wilkins; Collyer-Bristow & Russell, for F. Hall, Folkestone.*

[Reported by T. MATHEW, Barrister-at-Law.]

High Court—Queen's Bench Division.

SMALLWOOD (Respondent) v. SHEPPARDS (Appellant)—7th August.

PAROL CONTRACT RELATING TO INTEREST IN LAND—EXCLUSIVE POSSESSION—PART PERFORMANCE—STATUTE OF FRAUDS (29 CAR. 2 C. 3), s. 4—LETTING.

The appellant, the defendant in the action, had entered into a parol agreement with the respondent to hire from him a piece of waste land for three successive bank holidays, for the purpose of putting up a steam roundabout, and he agreed to pay for the use of it on these three days £45. It was also arranged between them that the appellant should pull down a shed that stood on the field, and that he should be allowed £5 if he did so, which was to be deducted from the £45, the deduction to be spread over the three payments in which the rent was to be paid. The appellant pulled down the shed and used the field for the Easter bank holiday and paid a sum on account, which, together with his deposit and the allowance for pulling down the shed, came to £15. He did not, however, use the field for the second and third bank holidays, although the land was at his disposal had he wished to do so. On being sued for the balance in the Birmingham County Court, he contended that the agreement relied on, being in respect of a future interest in the land, was void by section 4 of the Statute of Frauds, which requires such contracts to be in writing; also that he understood the agreement to be that he should pay £15 for each "take," so that the arrangement that he should have the land on the three bank holidays amounted, in fact, to three separate contracts. For the lessor it was argued that it was, in fact, one letting for the lump sum of £45 to be paid by three equal instalments. The fact that an interval occurred between the terms of occupation did not alter this. The moment the lessee entered then the agreement to let the land became a valid demise, and no longer a mere executory interest which would require to be in writing to be valid. His Honour Judge Chalmers decided in favour of the plaintiff on the ground that there had been an entry under the contract on to the land, and a user of the land by the defendant, together with a payment on account which could only be referable to one entire contract, and that whether the contract ought to be regarded as a lease, or as an agreement for an interest in land under section 4 of the Statute of Frauds, the requirements of the statute had been complied with, and the plaintiff was entitled to recover. The defendant thereupon appealed, and at the conclusion of the arguments judgment was reserved. The considered judgment of THE COURT (WRIGHT and KENNEDY, JJ.) was delivered by

WRIGHT, J., who said, the learned county court judge not having found from the evidence whether it was intended that the defendant should have during the time he occupied the exclusive possession of the land, it was agreed that we should draw any inferences of fact from the evidence as stated in the judge's notes, which the judge himself might have drawn. We draw the inference that the parties intended that the defendant should have the exclusive possession of the land for the three bank holidays. The judge found that it was not an agreement for three lettings at a separate rent or price for each of the three bank holidays, but an agreement for the possession and use of the ground on three occasions at the lump rent or price of £45 for the three—in other words, for one letting. The defendant entered and occupied under the agreement on one of the three days, and after entry made a payment of money on account, which could be referable only to one entire agreement. He might have occupied, had he chosen to do so, on the two later days. In order to maintain an action for "use and occupation" after the close of the period for which it is sought to make the party sued liable, actual occupation is not necessary; it is sufficient if once there has been an entry, provided the defendant might have gone on occupying had he chosen to do so. He has "held" although he has not "enjoyed" [see 11 Geo. 2, c. 19, s. 14]. It appears to us that upon the facts the defence of the Statute of Frauds fails, there having been an entry for the purpose of occupation under an agreement for a single letting—although the period of the agreed letting was not continuous—at a single lump sum, and a payment of rent on account of that entry. In our judgment the case is not affected by the fact that the agreement was a parol agreement. For these reasons the appeal must be dismissed with costs.—COUNSEL, *J. F. P. Rawlinson; C. C. Scott.* SOLICITORS, *Morris & Simpson, for W. H. Whitlocks, Birmingham; Debenham & Walker, for J. P. Lambert, Birmingham.*

[Reported by ESKINE REID, Barrister-at-Law.]

LEGAL NEWS.

APPOINTMENTS.

MR. ANDREW WILLIAM TIMBRELL, solicitor, 44, King William-street, E.C., has been appointed a Perpetual Commissioner for taking Acknowledgments of Deeds by Married Women. Mr. Timbrell was admitted in May, 1883.

MR. SOLOMON MYERS, solicitor, 14, Wormwood-street, Old Broad-street, E.C., has been appointed a Commissioner for Oaths. Mr. Myers was admitted in June, 1889.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JAMES WARREN SIMPSON and GEORGE ANDREW HASTINGS, solicitors, 53, Lord-street, Liverpool. June 30. The practice will in future be carried on by the said George Andrew Hastings at 53, Lord-street, Liverpool, aforesaid.

MARTIN INNET PRESTON and WALTER PERCY SNOOK, solicitors, Journal-chambers, Nottingham (Preston & Snook). July 16.

[Gazette, August 16.]

GENERAL.

The title of Lord Llandaff, says the *Times*, which has lately been conferred upon the Right Hon. Henry Matthews, though a new creation, is not altogether new to the compilers of "peerages" or the *Heralds' College*. It was bestowed as a barony in 1783, as a viscountcy in 1793, and as an earldom in 1797, on Mr. Francis Mathew, of Annesfield, Thurles, and Thomastown, many years M.P. for county Tipperary in the Irish Parliament; but in all three cases it was in the peerage of Ireland only. The first earl, who died in 1806, was one of the first twenty-eight Irish representative peers chosen at the Union; but the title became extinct on the death of his son and successor, Francis James, second earl, in 1833. It may be interesting to record here the fact that the celebrated Father Mathew, the apostle of temperance in Ireland, was collaterally a relative of this family, who always spelt their names as "Mathew," not as "Matthews," the title of "Llandaff" also being spelt by them as "Landaff."

In the House of Commons on the 16th inst. Mr. Dalziel asked the Secretary to the Treasury whether the present Attorney-General had accepted the conditions with regard to private practice which were observed by his predecessor in office; and in what respect, if any, had a departure been made. Mr. Darling asked whether the terms upon which the present Attorney-General held office were also accepted by the present Solicitor-General, and, if that were so, how it happened that the learned gentleman appeared against the Crown at the Old Bailey. Mr. Hanbury said there had been no departure whatever, as he understood, from the present regulations in regard to the private practice of the law officers of the Crown, and these regulations were binding upon both law officers of the Crown. There was an unopposed motion on the paper in the name of the hon. member for Poplar for the production of the Treasury minute relating to the whole question, and he would see that it was laid upon the table at the earliest possible moment. Mr. Labouchere enquired whether the right hon. gentleman would tell him who are the two law officers of the Crown. Mr. Hanbury believed that the Solicitor-General of the late Government remained in office until his successor was appointed.

Messrs. Toogood & Sons, seedsmen, were summoned before the Southampton magistrates on the 21st inst. for selling seeds improperly described. Mr. E. J. Trustram prosecuted, and Mr. Page defended. The question raised was whether the seed-trade generally were allowed to sell a particular kind of seed which has been named after the original producer, or whether the inference should be gathered that, in consequence of the seed having a particular producer's name, it must necessarily have been produced by him. Mr. Shephard, seedman, of Stockbridge, stated that after many years' trial he had produced Shephard's kale, which was registered as a trade-mark, and which he supplied to farmers only, and not wholesale. He had never supplied any to Messrs. Toogood, and the seed sold by them was inferior to his. He claimed that there had been an infringement of his trade-mark, and that when a personal name was put to a seed it was supposed to be grown by that person. He would not swear as to the custom of the trade, but only as to sale. After formal evidence of purchase, it was agreed to adjourn the case until the 11th of September, counsel stating that the case was so important that it might go to the House of Lords. It was intimated there was a perfect defence, and that the defendants had only followed the custom of the trade.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

HIRST.—Aug. 30, at Whinney Field, Halifax, the wife of J. Fawcett Hirst, solicitor, of a daughter.

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. O., 76, Cheapside, London.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, AUG. 16.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CROWN GRANARIES AND STORES, LIMITED.—By an order made by Vaughan Williams, J., dated Aug 7, it was ordered that the voluntary winding up of the Stores be continued.
Foss & Ledsam, 3, Abchurch lane, solers for petner
DISC CHURCH CO, LIMITED.—By an order made by Vaughan Williams, J., dated July 29, it was ordered that the voluntary winding up of the company be continued. Slaughter & May, 18, Austinfriars, solers for petner
GRANVILLE HOTEL CO, LIMITED.—Peta for winding up, presented Aug 14, directed to be heard on Oct 30. Davidson & Morris, 40 and 42, Queen Victoria st, solers for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 30
JOHN ATKINSON & CO, LIMITED.—Creditors are required, on or before Sept 30, to send their names and addresses, and particulars of their debts or claims, to Samuel Greenhalgh, Acresfield, Bolton-le-Moors, Lancs
PREMIER RESTAURANT CO, LIMITED.—Creditors are required, on or before Sept 27, to send their names and addresses, and particulars of their debts or claims, to Mr Joseph Schofield, 56, George st, Manchester. Laycock, Altrincham, soler to liquidator
RYN MILLS CO, LIMITED.—Creditors are required, on or before Sept 30, to send in their names and addresses, and particulars of their debts or claims, to Mr Edwin Grindrod, 377, Oldham rd, Failsworth, nr Manchester. Booth, Oldham, soler for liquidators
SLIGO BOBBIN CO, LIMITED.—Creditors are required, on or before Sept 24, to send their names and addresses, and particulars of their debts or claims, to William Robson Clark, 28, Brown st, Manchester. Grundy & Co, Manchester, solers to liquidator
THOMAS ROBINSON & CO, LIMITED.—Creditors are required, on or before Sept 14, to send their names and addresses, and particulars of their debts or claims, to Thomas Knightley Mouldale, 1, India bldg, Water st, Liverpool

London Gazette.—TUESDAY, AUG. 20.
JOINT STOCK COMPANIES.
FRIENDLY SOCIETY DISSOLVED.

ST. MARY'S HEART AND HAND LODGE FRIENDLY SOCIETY, Queen's Head Hotel, Steelhouse lane, Birmingham. Aug 10

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, AUG. 13.
GANE, JOHN LAURENCE, Tootington sq, Q.C., M.P. Oct 1 Starkie v Stafford, Kekewich, J Tippetts, Maiden lane, Chesapeake
GODWIN, HENRY BURKE, Newbury, Berks, Solicitor Oct 1 Capital and Counties Bank v Godwin, Stirling, J Witherington, Reading

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, AUG. 9.
ALEXANDER, JAMES, Lime st, Provision Merchant Sept 10 Tamplin & Co, Fenchurch s
ASHFORD, JOHN HAMER, Newtown, Montgomery, Plumber Sept 10 Williams & Co, Newtown
BEDWELL, THOMAS, Cheltenham, Gent Oct 1 Baylis, Cheltenham
BOTILL, SARAH JANE, Moreton gdms, Kensington Nov 2 Hilberts, South sq, Gray's inn
CANDLER, EDGAR ROBERT SAMUEL, Gt Yarmouth, Commercial Traveller Sept 10 Miller & Co, Norwich
CHAMBERLAIN, HARRIET BEATRICE, Clifton, Bristol Sept 28 Abbot & Co, Bristol
COLAO, BENJAMIN, Lewisham Hill Aug 30 Hollams & Co, Mincing lane
CROSS, ANY, Manchester Sept 29 Lawson & Co, Manchester
CURL, EDWARD, Norwich, Gent Sept 18 Miller & Co, Norwich
DIXON, GEORGE SMITH, Suffolk, Farmer Sept 16 Grimwade, Hadleigh
EDWARDS, SARAH WRIGHT, Oxford Sept 14 Fulton & Pye Smith, Salisbury
FOOTT, EMILY, Cornwall Sept 6 A Randle Thomas, Helston
FOWKES, ELIZABETH, Manchester Sept 6 Makinson & Co, Manchester
GREEN, GEORGE, Aberystwyth, Engineer Sept 10 Hughes, Aberystwyth
GRINKER, JOHN DRAYTON, Charleston, USA Sept 5 Holden & Co, Lancaster
HARRIS, HARRIET, Brighton Sept 10 Harker, Brighton
HELVAR, JESSIE CAROLINE, St Leonard's on Sea Sept 14 Rivington, Lincoln's inn fields
HICKMAN, JOHN, Kingston upon Hull, Gent Sept 20 Laverack & Son, Hull
HUTTABLE, JOHN, Bethnal Green, Beer Retailer Sept 7 Bayley & Co, Tooley st
INSELL, CAROLINE, Brighton Sept 10 Harker, Brighton
JACKSON, JUDITH, Oldham Sept 7 Marland, Oldham
LAWTON, GEORGE, Rochdale, Malster Sept 12 Standring & Co, Rochdale
LEACH, ROBERT, Loxington, Gent Sept 30 Lee & Co, Birmingham
LOMAS, JAMES, Leeds, Clothier Sept 30 Simpsons & Denham, Leeds
MAIDEN, JOSEPH, Worcester, Farmer Sept 11 Thurnfield, Kidderminster
MOORLEY, ELIZABETH, Reading Sept 7 Beale & Martin, Reading
MORRIS, MARY, Shrewsbury Sept 16 Morris, Shrewsbury
PLUNGE, FANNY MARY, Strand Sept 20 Booty & Bayliffe, Gray's inn
POWERS, JOHN GOURDAIN, West Norwood Sept 29 Wells, Founders' Hall
ROBERTS, EMMA, Worcester Sept 14 F & H Corbett, Worcester
RUDING, CAROLINE, Paddington Oct 1 Collis & Mallam, Old Serjeant's inn
TEMPER, JOSEPH, Kingston upon Hull, Gent Oct 1 Middlemiss & Pearce, Kingston upon Hull
WALKER, WILLIAM ALFRED, Worcester, Gent Sept 29 Canning & Canning, Birmingham
WARREN, EDWARD CHARLES, Richmond, Gent Sept 3 Bohm, Old Jewry
WELCH, ELIZABETH GREGORY, Cheltenham Sept 10 Ticehurst & Son, Cheltenham
WOOD, ANDREW, Bradford, Manufacturer Sept 11 Freeman, Bradford

London Gazette.—TUESDAY, AUG. 13.
ANDERSON, ELIZABETH, Long Benton Sept 7 Cooper & Goodyer, Newcastle on Tyne

ANDREWS, GEORGE JAMES WILLIAMS, Dorchester, Solicitor Sept 9 Andrews & Co, Dorchester
BARTON, NEHEMIAS, Bolton, Licensed Victualler Sept 21 French, Bolton
BONE, WILLIAM BATH, Penryn, Cornwall Sept 29 Terrill, Penryn
BROWN, JANE, Pimlico Sept 14 Smith, Hoxton
BUDDEN, FREDERICK, Bournemouth, Tailor Sept 21 Bone, Bournemouth
CALEY, RICHARD, Kennington, Licensed Victualler Sept 14 Bowman & Co, Bedford row
CHANDLER, JOHN, Bristol Aug 31 Spofforth, Bristol
CHARGE, MARTHA, Havant, Hants Sept 13 Edgecombe & Co, Southsea
CHRISTIE, SARAH, Ancley Sept 23 T & F P Baddeley, Leadenhall st
COBOLD, ERNEST SAINT GEORGE, Whiston, Suffolk, Esq Oct 11 Cobbold & Co, Ipswich
FELL, GEORGE, Bolton, Leather Merchant Sept 21 French, Bolton
FOX, COL WILLIAM VIGOR, Chester Sept 30 Davies & Co, Warrington
GOUGH, JOHN, Lytham Sept 28 Farrar & Co, Manchester
HARRISON, JOHN, Wigan Sept 9 Taylor & Co, Wigan
HARVEY, ROBERT, Ipswich, Fish Merchant Sept 21 Westhorp & Co, Ipswich
HAYWARD, GEORGE, Camden Town, Gent Sept 21 Peacock, Gray's inn
HUTCHINSON, MARY ANN, Goole, York Sept 6 Hind & Son, Goole
JONES, JOHN ARCHIBALD STOKES, Bromley Common, Kent, Brewer Sept 10. Willett & Latter, Bromley
KEIGHLEY, WILLIAM HENRY, Bradford, Mineral Water Manufacturer Sept 7 Rideal, Barmley
LUDGATE, REV HENRY, Aythorpe Roding, nr Dunmow, Essex Sept 30 Horsman & Marshall, College hill
MICKLEY, CHARLES, Bray, Berks Sept 21 Moore & Davies, Maidenhead
MORGAN, ISABEL, Carmarthen Aug 31 Rowland Browne, Carmarthen
MORTON, FREDERICK, Nottingham, Publican Sept 30 Turner & Bartows, Nottingham
MOSS, JOHN THOMAS, Gracechurch st, Solicitor Oct 15 Marchant & Co, George yard Lombard st
PEPPER, DOROTHY, Beverley, Yorks Sept 25 England & Son, Goole
POTTER, JANE, Bristol Sept 30 Harwood & Boutflower, Bristol
PYNE, JOHN, Larkhall Rise Sept 14 Behan & Geoghagan, Old Serjeant's inn, Chancery lane
RAWSON, HANNAH MARIA, Bristol Sept 19 Nelson & Co, Leeds
REYNOLDS, CHARLES FREDERICK, Streatham Aug 19 Hartman, Gt Portland st
ROBINSON, ANN, Eckington, Derby, Innkeeper Aug 31 Alderson & Co, Sheffield
SMITH, WILLIAM TOWERS, Cavendish sq, Surgeon Sept 16 Twynnam, Staple inn
SMYTH, REV THOMAS, Cheltenham Sept 20 Byrch & Cox, Evesham
ST AUBRY, HOR FRANCIS MICHAEL, Captain H M Rifle Brigade Sept 30 Dawson & Co, Lincoln's inn
STEPHEN, DAVID, Willington Quay, Northumberland, Builder Sept 10 Bird, Newcastle upon Tyne
SUMNERSON, ROBERT, Low Walker, Northumberland, Innkeeper Sept 16 Bird, Newcastle upon Tyne
THOMASSON, JOHN, Turton, Lancs Sept 10 Russell, Bolton
WADDINGTON, HARRY SPENCER, Suffolk, Esq Oct 1 Peters & Bolton, Guildhall chamber, E C
WALLWILL, GEORGE, Meadow place Farm, Derby, Yeoman Sept 15 F & H Taylor Bakewell
WARD, JOHN, Wotton, Glos, Gent Oct 31 Brown, Gloucester
WEST, THOMAS, Coundon, nr Coventry, Warwick, Farmer Sept 30 Woodcock & Co, Coventry
WESTMORELAND, JANE, Leeds Oct 1 Wilkinson & Garland, Leeds
WICKES, SAMUEL, Lowestoft, Baker Sept 20 Fraser & Co, Wisbech, Cambs
WILMOT, JOHN ADCOCK, Fenton, Lincoln, Farmer Sept 30 Toynbee & Co, Lincoln
WILSON, MARY, Gloucester square, Hyde Park Oct 23 Byrne, Surrey st, W C

London Gazette.—FRIDAY, AUG. 16.
ALBERS, ANTON DANIEL, Bremen, Germany, Merchant Sept 14 Rehders & Higgs, Mincing lane
AMOS, WILLIAM JOHN, Croydon, Grocer Sept 16 Syrett, Finsbury pavement
ASCHER, THEODORE, Park rd, Regent's Pk, Manufacturer's Agent Oct 1 Joseph & Hyam, Finsbury pavement
BAKER, JOHN, Strood, Kent, Grocer Sept 14 Robinson, Strood
BERRY, WILLIAM, Manchester, Blacking Manufacturer Sept 20 Barrow & Smith, Manchester
BIRCHENROUGH, JOHN, Macclesfield, Silk Manufacturer Sept 30 Partington & Allen, Manchester
BORROW, ELIZA JANE, Heighington, Durham Aug 31 Proud, Bishop Auckland
BOWEN, ROBERT, Weston super Mare, Surgeon Sept 16 Kays & Jones, New inn, Strand
BROWN, WILLIAM, Kingston upon Hull, Mariner Sept 21 Thompson & Cook, Hull
CAMP, SARAH, Hatfield Aug 31 Monro & Co, Queen Victoria st
CLARKE, WILLIAM, Fenchurch avenue, Merchant Oct 1 Flux & Co, East India avenue
COLLIS, the Rev THOMAS WILLIAM SANDER, Brighton Sept 10 Woods & Holmes, Brighton
COUCH, WILLIAM, Plymouth, Gent Sept 16 Hellard & Bewes, Plymouth
CROOKS, ELIZA, Kimberley, Nottingham Oct 1 Martin & Sons, Nottingham
CRICHTON, GEORGE GRAY, Brighton Sept 30 Muddiman, Strand
DIXON, JAMES, Newcastle upon Tyne, Clerk Sept 30 Bird, Newcastle on Tyne
FIELD, THOMAS, Cuckfield, Sussex Sept 30 Hardwick, Brighton
GLIDDOE, JOSHUA, St John's Wood Oct 15 Clarkson & Co, Lime st
HANNOVIN, PAUL RENE LOUIS HECTOR, France Sept 30 Samuel, Gt Winchester st
ISHERWOOD, JOHN, Larco, Gent Oct 2 Hodge, Southport
JOLLE, BENJAMIN SAINT JOHN BAPTIST, Rothsay Oct 12 Diggies & Ogden, Manchester
LEATHERBARROW, HENRY, Derby Sept 17 Hoaking, Liverpool
LEIGH, RICHARD, Swinton, Farmer Sept 27 Dandy & Paterson, Manchester
LEWIN, MARIA MARY, Somerset Sept 20 Bath & Austin, Glastonbury
LEMOND, DAVID, Gloucester terrace, Hyde Park, Major General, C B Sept 16 Pyke & Youles, Gracechurch st
LUCAS, JAMES DUFFETT, Bristol, Accountant Sept 16 Benson & Co, Bristol
NICHOLSON, HENRY, Leeds, Tailor Oct 1 Rider, Leeds
NORRIS, JAMES, Bolton, Carrier Sept 10 Richardson & Marsh, Bolton
OLDFIELD, FRANCES, Southport Sept 16 Shippey & Jordan, Manchester

PAINE, HAMMOND, The Paragon, Blackheath, Esq Sept 30 Street P Co, Lincoln's inn fields, W C
 PARKERSON, EMMA, Christchurch, New Zealand Oct 1 Blyth & Co, Graham house, E C
 PICE, JOSEPH PRYTON, Ilfracombe, Gent Sept 20 Toller & Roberts, Barnstaple
 PLOWES, FREDERICK, Portland pl, Esq Sept 30 Blunt & Co, Gresham st
 POLE, ROBERT WILLIAM BUTT, Oxford, Esq Sept 16 Scadding & Bodkin, Gordon st
 RICHARDSON, ANNIE SKOTTOWE, Rhyl, Flint Oct 1 George, Rhyl
 ROBERTS, WILLIAM CARYL, East Dereham, Norfolk, Gent Sept 16 Caryl Roberts, West Dulwich
 ROBINS, LOUIS STANILAUS, Exeter, Coal Merchant Sept 29 Bruton, Exeter
 ROSEKILL, MARY CHARLOTTE, Southampton Sept 28 Boydell & Co, Chester
 SALMOND, HENRY, Waterfoot, Cumberland, Rear Admiral Oct 31 Freeth & Co, Nottingham
 SAYCE, BENJAMIN JONES, Liverpool Aug 28 Francis, Birkenhead
 SHARP, ELIZABETH, Birmingham Sept 10 Shorthouse & Co, Birmingham

SHARP, the Rev THEOPHILUS, Harrington, nr Evesham, Worcester Oct 1 Heath & Blenkinsop, Warwick
 SKIRAT, MARY JANE, Overton, Chester Aug 31 Gregory & Co, Liverpool
 SMITH, FRANCIS, Manchester sq Sept 18 Pyke & Youles, Grasschurch st
 SMITH, THURLEY, Egham, Surrey, Major Oct 1 Rhodes & Son, Dowgate hill
 SNEEL, JOHN BRADLEY, Yeovil Sept 3 Elphinstone Stone, Billiter sq bldg
 SORRY, SAMUEL, Crediton, Devon Sept 28 F E and H O Smith, Crediton
 STEEROCK, ERIC MAGNUS ANDREAS HARRY STANISLAUS, Esthonia, Russia, and Kensington Sept 30 Muddiman, Strand
 STEVENSON, HELEN SOPHY, Brighton Nov 1 Oliver, Corbet court, E C
 TILTMAN, RICHARD, Lower Kennington lane, Licensed Victualler Sept 21 Sydney, Renslow rd
 WHATELY, EMMA, Cheltenham Oct 10 Winterbothams & Gurney, Cheltenham
 WHATELY, GEORGINA, East Grinstead Oct 10 Winterbothams & Gurney, Cheltenham
 WHATELY, HENRIETTA FRANCES, Cheltenham Oct 10 Winterbothams & Gurney, Cheltenham
 WHATELY, KATHARINE, Cheltenham Oct 10 Winterbothams & Gurney, Cheltenham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 16.

RECEIVING ORDERS.

ALBERT, FRANK, Camberwell rd, Dramatic Agent High Court Pet July 12 Ord Aug 13
 ALDERSON, FRED, Halifax, Plumber Halifax Pet Aug 12 Ord Aug 13
 ALSON, GEORGE WILLIAM, Shepherd's Bush, Blind Manufacturer High Court Pet Aug 13 Ord Aug 13
 BACON, SAMUEL, Watlington, Lancs, Leather Merchant Liverpool Pet July 31 Ord Aug 13
 BAINES, BENJAMIN, Rutlandshire, Agricultural Labourer Leicester Pet Aug 13 Ord Aug 13
 BEVINGTON, ABRAHAM COOPER, Staffordshire Dudley Pet Aug 12 Ord Aug 13
 BURBURY, WILLIAM JAMES, Mile End rd, Licensed Victualler High Court Pet May 23 Ord Aug 13
 FERGUSON, GEORGE, Carlisle, Boot Salesman Carlisle Pet Aug 14 Ord Aug 14
 GREEN, HENRY, Birmingham, Drysalter Birmingham Pet Aug 12 Ord Aug 13
 HARKER, BENJAMIN WILLIS CLEVELAND, West Hartlepool, Mangle Dealer Sunderland Pet Aug 9 Ord Aug 9
 HESSEY, WILLIAM, Birkenhead, Architect Manchester Pet July 27 Ord Aug 12
 HOUSE, ALBERT, Bradford, Cycle Engineer Bradford Pet Aug 14 Ord Aug 14
 LMS, HENRY, Bristol, Boot Manufacturer Bristol Pet Aug 3 Ord Aug 13
 JONES, ELIAS, Manchester, Ale Bottler Manchester Pet Aug 12 Ord Aug 13
 KEPLER, STEFAN, Bradford, Tailor Bradford Pet Aug 12 Ord Aug 13
 LAWRENCE, CLEMENT, Westerleigh, Glos, Farmer Bristol Pet Aug 12 Ord Aug 13
 LEACH, RICHARD LEE, Devon, Farmer Exeter Pet July 30 Ord Aug 13
 MITCHELL, THOMAS, Walworth rd, Fruiterer High Court Pet Aug 13 Ord Aug 13
 MORRIS, ALBERT WILLIAM, Bristol, Egg Merchant Bristol Pet Aug 14 Ord Aug 14
 NAPPEE, EDWIN, New Cross rd, Baker High Court Pet July 22 Ord Aug 14
 PARKER, GEORGE HENRY, Cheltenham, Builder Cheltenham Pet Aug 14 Ord Aug 14
 PARSONS, CHARLES EDWARD, Poplar, Costermonger High Court Pet Aug 13 Ord Aug 13
 PRICE, JOHN, Brecon, Farm Labourer Merthyr Tydfil Pet Aug 12 Ord Aug 13
 PRICE, THOMAS, Brecon, Farm Labourer Merthyr Tydfil Pet Aug 12 Ord Aug 13
 RICE, HENRY WALTER, Nottingham Nottingham Pet Aug 13 Ord Aug 13
 RICHES, WILLIAM, Glastonbury, Watchmaker Wells Pet Aug 13 Ord Aug 13
 ROSE, EDGAR ALBION, Hadfield, Grocer Ashton under Lyne Pet Aug 10 Ord Aug 10
 SMITH, ERNEST SAMUEL, Droitwich, Farmer Worcester Pet Aug 10 Ord Aug 10
 SPURWAY, WILLIAM HUDSON, Bath, Butcher Bath Pet Aug 10 Ord Aug 12
 STANDER, JOHN, Dartford, Draper Rochester Pet July 31 Ord Aug 13
 STOKES, SYLVANUS, Smethwick, Baker West Bromwich Pet Aug 13 Ord Aug 13
 TAYLOR, THOMAS, Liverpool, Boot Dealer Liverpool Pet Aug 12 Ord Aug 13
 WHITAKER, JAMES HENRY, Birmingham, Grocer Birmingham Pet Aug 13 Ord Aug 13
 WHITE, THOMAS JOHN, Twickenham, Carpenter High Court Pet Aug 12 Ord Aug 13
 WHITWORTH, FREDERICK, Swinton, Lancs, Mechanic Salford Pet Aug 13 Ord Aug 13
 WIGHTMAN, ALFRED, Chesham, Clerk Stockport Pet July 23 Ord Aug 12
 WILLIAMS, JOHN DAVID, Llanddeiniolen, Carmarthenshire Quarryman Bangor Pet Aug 12 Ord Aug 12
 WILKINSON, ISAAC, Bradford, Pawnbroker Bradford Pet Aug 12 Ord Aug 13
 WILLY, WILLIAM JAMES, East Grinstead, Grocer Tunbridge Wells Pet Aug 10 Ord Aug 10

Amended notice substituted for that published in the London Gazette of Aug 9:—

FAXTON, ALFRED REED, Stockton on Tees, Cycle Agent Stockton on Tees Pet July 29 Ord July 29

The following amended notice is substituted for that published in the London Gazette of Aug 9:—

MOULD, CHARLES, Ashton under Lyne, Chemist's Assistant Ashton under Lyne Pet Aug 7 Ord Aug 7

Amended notice substituted for that published in the London Gazette of the 19th Aug. :—
 PARKER, JOSHUA WILLIAM, Liskeard, Wine Merchant Plymouth Pet Aug 8 Ord Aug 8

FIRST MEETINGS.

ALDERSON, FRED, Mytholmroyd, nr Halifax, Plumber Aug 24 at 10 Off Rec, Townhall chmbrs, Halifax
 ALLARDICE, ANDREW ROBINSON, Wigton, Cumbrid, Horse-breaker Aug 23 at 2 Off Rec, 29, Lowther st, Carlisle
 BAINES, BENJAMIN, Rutlandshire, Agricultural Labourer Aug 23 at 12 Off Rec, 1, Berridge st, Leicester
 BELL, JAMES, and JAMES BELL, jun, Kendal, Butchers Sept 7 at 11 130, Highgate, Kendal
 CHATTERTON, SAMUEL, Old Bolingbroke, Miller Aug 28 at 12 Off Rec, 48, High st, Boston
 DOWSON, TRIZA, Blackpool, Milliner Aug 23 at 2.30 Off Rec, 14, Chapel st, Preston
 ECKHART, WILLIAM, Victoria st, S W, Railway Contractor Aug 23 at 11 Bankruptcy bldg, Carey st
 ELLWOOD, WILLIAM WHINERAH, Warwick, nr Carlisle, Farmer Aug 23 at 2.30 Off Rec, 30, Lowther st, Carlisle
 EVANS, CHARLOTTE, Bedford, Widow Aug 23 at 11 Off Rec, St Paul's sq, Bedford
 EVANS, DAVID, Ystradgynlais, Breconshire, Collier Aug 23 at 12 Off Rec, 31, Alexandra rd, Swansea
 GENT, EMILY, Grays, Essex, Tobacconist Aug 28 at 11.30 Off Rec, 149, High st, Rochester
 HARTUP, THOMAS, the younger, Ewhurst, Butcher Aug 26 at 12.30 Young & Sons, Bank bldg, Hastings
 HOWARD, CHARLES WILLIAM, Battersea, Slaughterman Aug 26 at 11.30 24, Railway ap, London Bridge
 HUSSEY, Captain A W, Fetter lane Aug 26 at 11 Bankruptcy bldg, Carey st
 JOHNSON, JOHN BRADLEY, Kingston upon Hull, Boot Dealer Aug 23 at 11.30 Off Rec, Trinity House lane, Hull
 JONES, JOHN, Pontypriid, Building Material Merchants Aug 23 at 12 Off Rec, Merthyr Tydfil
 LARKIN, CHARLES EDWARD, St Leonard's on Sea, Dairyman Aug 26 at 12.45 Young & Sons, Bank bldg, Hastings
 LAWRENCE, CLEMENT, Westerleigh, Farmer Aug 23 at 3 Off Rec, Bank chmbrs, Corn st, Bristol
 MARDON, JOHN, Middlesborough, Provision Dealer Aug 23 at 11 Off Rec, 8, Albert rd, Middlesborough
 MAY, WILLIAM, Eastbourne, Contractor Aug 27 at 1.30 Coles & Sons, Seaside rd, Eastbourne
 MITCHELL, THOMAS, Walworth rd, Fruiterer Aug 23 at 2.30 Bankruptcy bldg, Carey st
 MOULD, CHARLES, Ashton under Lyne, Chemist's Assistant Aug 23 at 3 Ogden's chmbrs, Bridge st, Manchester
 NEAL, BIRCHAM HARRY, Norfolk, Baker Aug 24 at 12 Off Rec, 5, King st, Norwich
 NEW, THOMAS, Barry, Clothier Aug 23 at 12 29, Queen st, Cardiff
 OLIVER, THOMAS FRANCIS, Rowbarrow, Manager Aug 24 at 12 Off Rec, 58, Hammes st, Taunton
 PHILIPS, CLARA ANN, Cardiff, Stationer Aug 23 at 11 29, Queen st, Cardiff
 PICKHAYES, RICHARD, Kingston upon Hull, Fruit Merchant Aug 23 at 11 Off Rec, Trinity House lane, Hull
 SHIERS, THOMAS, Leeds Aug 23 at 11 Off Rec, 22, Park row, Leeds
 SMITH, JOHN IROHAM, Leeds, Hotel Keeper Aug 26 at 11 Off Rec, 22, Park row, Leeds
 SHEL, JAMES, Devon, Farmer Aug 29 at 11 Off Rec, 15, Bedford chmbrs, Exeter
 SPURWAY, WILLIAM HUDSON, Bath, Butcher Aug 26 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
 STEWARD, HERBERT FRANCIS, Gloucester rd, S W, Merchant Nov 1 at 11 Bankruptcy bldg, Carey st
 STOTT, BOOTH, DAVID STOTT, WILLIAM ELLIS STOTT, and JOHN EDWIN STOTT, Bailiffs Bridge, nr Brighouse, Cotton Spinners Aug 24 at 11 Off Rec, Townhall chmbrs, Halifax
 TAYLOR, C J, Teversall, nr Mansfield, Horse Dealer Aug 23 at 12 Off Rec, St Peter's Church walk, Nottingham
 VALIQUET, RAYMOND P, Uxbridge rd Aug 23 at 12 Bankruptcy bldg, Carey st
 WHITE, WILLIAM, Hastings, Stationer Aug 26 at 12 Young & Sons, Bank bldg, Hastings
 WILDER, OSCAR FINGAL O'FLAHERTY, Wills, Pentonville Prison, Author Aug 26 at 12 Bankruptcy bldg, Carey st

ADJUDICATIONS.

AKENROYD, ZACHARIAS, Bradford, Builder Bradford Pet July 30 Ord Aug 14
 ALSON, GEORGE WILLIAM, Shepherd's Bush High Court Pet Aug 13 Ord Aug 13
 BAINES, BENJAMIN, Teigh, Agricultural Labourer Leicester Pet Aug 10 Ord Aug 13

BECK, ARTHUR, Omsel, Yorks, Miner Dewsbury Pet Aug 8 Ord Aug 10
 BEVINGTON, ABRAHAM COOPER, Old Hill, Staffs Dudley Pet Aug 12 Ord Aug 13
 COLEMAN, A, East Putney, Builder Wandsworth Pet July 4 Ord Aug 13
 ELLIS, PARSONS, Baverfordwest, Grocer Pembroke Dock Pet July 11 Ord Aug 13
 FERGUSON, GEORGE, Carlisle, Boot Salesman Carlisle Pet Aug 14 Ord Aug 14
 GREGORY, WILLIAM EDWARD, Wolverhampton, Clothier Wolverhampton Pet July 19 Ord Aug 14
 GUNST, JAMES, Shrewsbury, Implement Dealer Shrewsbury Pet July 31 Ord Aug 13
 HARRIS, BENJAMIN WILLIS CLEVELAND, West Hartlepool, Mangle Dealer Sunderland Pet Aug 9 Ord Aug 9
 HOUSE, ALBERT, Bradford, Cycle Engineer Bradford Pet Aug 14 Ord Aug 14
 JAMES, SIDNEY, Bristol, Commercial Traveller Bristol Pet July 26 Ord Aug 13
 JONES, ELIAS, Manchester, Ale Bottler Manchester Pet Aug 12 Ord Aug 13
 KEPLER, STEFAN, Bradford, Tailor Bradford Pet Aug 10 Ord Aug 13
 LAURENCE, LEAMINGTON, Clerk Warwick Pet Aug 8 Ord Aug 13
 LAWRENCE, CLEMENT, Westerleigh, Glos, Farmer Bristol Pet Aug 12 Ord Aug 13
 LEACH, RICHARD LEE, Devonshire, Farmer Exeter Pet July 30 Ord Aug 14
 MARDON, JOHN, Middlesborough, Provision Dealer Middlesborough Pet July 1 Ord Aug 13
 MERRILLAN, CHRISTINE, Liverpool, Tobacconist Liverpool Pet July 19 Ord Aug 13
 MITCHELL, THOMAS, Walworth rd, Fruiterer High Court Pet Aug 13 Ord Aug 14
 PARKER, GEORGE HENRY, Cheltenham, Builder Cheltenham Pet Aug 14 Ord Aug 14
 PARRY, EVAN, Red Shop, Rhayader, Grocer Newtown Pet June 6 Ord June 23
 PARSONS, CHARLES EDWARD, Poplar, Costermonger High Court Pet Aug 13 Ord Aug 13
 PRICE, JOHN, Cray, Brecon, Farm Labourer Merthyr Tydfil Pet Aug 13 Ord Aug 13
 PRICE, THOMAS, Cray, Brecon, Farm Labourer Merthyr Tydfil Pet Aug 12 Ord Aug 13
 RATCLIFFE, DANIEL, Wigan, Licensed Victualler Wigan Pet July 26 Ord Aug 14
 RICE, HENRY WALTER, Nottingham, Lace Maker's Manager Nottingham Pet Aug 13 Ord Aug 13
 ROSE, EDGAR ALBION, Hadfield, Derbyshire, Grocer Ashton under Lyne Pet Aug 10 Ord Aug 10
 ROWLANDS, WILLIAM, Llanddeiniolen, Farmer Carmarthen Pet Aug 7 Ord Aug 10
 SMITH, ERNEST SAMUEL, Droitwich, Farmer Worcester Pet Aug 10 Ord Aug 10
 SPURWAY, WILLIAM HUDSON, Bath, Butcher Bath Pet Aug 10 Ord Aug 13
 WHITE, THOMAS JOHN, Heathfield North, Twickenham, Carpenter High Court Pet Aug 12 Ord Aug 13
 WHITWORTH, FREDERICK, Swinton, Lancs, Mechanic Salford Pet Aug 12 Ord Aug 13
 WILKINSON, ISAAC, Bradford, Pawnbroker Bradford Pet Aug 9 Ord Aug 12
 WILLIAMS, EVAN, Llandilow, Montgomeryshire, Timber Merchant Newtown Pet April 20 Ord May 6
 WILLIAMS, JOHN, Llandilow, Montgomeryshire Clerk Newtown Pet Aug 7 Ord Aug 13
 WILLIAMS, JOHN DAVID, Llanddeiniolen, Carmarthenshire, Quarryman Bangor Pet Aug 12 Ord Aug 12
 WILLY, WILLIAM JAMES, East Grinstead, Grocer Tunbridge Wells Pet Aug 10 Ord Aug 10
 WOOLNAX, RICHARD, Birmingham, Draper Birmingham Pet July 9 Ord Aug 13
 WOOD, WILLIAM, and JOHN BUCKLE, Plymouth, Builders Plymouth Pet Aug 8 Ord Aug 13

Amended Notice substituted for that published in the London Gazette of 2nd Aug.

FAXTON, ALFRED REED, Stockton on Tees, Cycle Agent Stockton on Tees Pet July 29 Ord July 29

Amended notice substituted for those published in the London Gazette of 12th Aug.

JONES, EDWARD, Flintshire, Farmer Wrexham Pet July 23 Ord Aug 6

PARKER, JOSHUA WILLIAM, Plymouth, Wine Merchant Plymouth Pet Aug 8 Ord Aug 8

London Gazette.—TUESDAY, Aug. 20.

RECEIVING ORDERS.

BAKER, THOMAS, Loughisham, Gent Greenwich Pet July 2 Ord Aug 13
 BIGGS, THEODORE COOMES, Leeds, Map Merchant Leeds Pet July 15 Ord Aug 16

BIRD, ANN, and JAMES CLARSON BIRD, Stourton, Worcester-shire, Coal Merchants Stourbridge Pet Aug 9 Ord Aug 15
 CHAMBERS, CATHERINE, Merthyr Tydfil, Draper Merthyr Tydfil Pet Aug 7 Ord Aug 14
 DAVIS, EDWARD, Bucks, Farmer Windsor Pet Aug 15 Ord Aug 15
 EVERINGHAM, BENJAMIN, East Riding, Yorks, Market Gardener Kingston upon Hull Pet Aug 15 Ord Aug 15
 FITTALL, GEORGE, Isle of Sheppey, Farmer Rochester Pet Aug 15 Ord Aug 15
 FORD, ALFRED, Bloxwich, Mineral Water Manufacturer Walsall Pet Aug 16 Ord Aug 16
 FRYER, JOHN, Linthorpe, Gardener Stockton on Tees Pet Aug 14 Ord Aug 14
 GOUGH, THOMAS, Salop, Beerseller Madeley Pet Aug 16 Ord Aug 16
 HALL, OSWALD, FAYLE, Waverine, Biscuit Manufacturer Liverpool Pet Aug 17 Ord Aug 17
 HARRIS, JOHN RICHARD, Yorks, Farmer Kendal Pet Aug 16 Ord Aug 16
 HINCHLEY, HARRY, Bradford, Bookkeeper York Pet Aug 14 Ord Aug 14
 HOWE, JOHN, Dorchester, Builder Dorchester Pet Aug 6 Ord Aug 16
 HOWLEY, GEORGE HENRY, Carshalton, Surrey, Licensed Victualler Croydon Pet Aug 14 Ord Aug 14
 HUMBER, HENRY HEWITT, Swansea, Managing Brewer Swansea Pet Aug 17 Ord Aug 17
 JENKINS, WILLIAM, Penarth, Glam, Insurance Agent Cardiff Pet Aug 29 Ord Aug 13
 JOHNSON, ALFRED, Gnosall, nr Stafford, Butcher Stafford Pet Aug 8 Ord Aug 8
 METCALVE, JOSEPH, Kirby Stephen, Westmoreland, Butcher Kendal Pet Aug 16 Ord Aug 16
 MILNER, GEORGE STEPHENSON, Swansea, Mechanical Engineer Swansea Pet Aug 16 Ord Aug 16
 MINSTER, ALBERT, Herne, Kent, Farmer Canterbury Pet Aug 14 Ord Aug 14
 ORMSWATHE, ARTHUR, Baron, St James's pl, Peer High Court Pet Aug 15 Ord Aug 15
 PENROSE, MANTUELL, J. C, Long Stratton, Major Ipswich Pet Aug 27 Ord Aug 13
 PHILLIPS, HENRY, Cotford, Builder Exeter Pet Aug 16 Ord Aug 16
 PRETTY, CHARLES, Dickleburgh, Norfolk, Bricklayer Ipswich Pet Aug 10 Ord Aug 10
 READ, JOHN HENRY, Whitchurch, Salop, Tailor Nantwich Pet Aug 16 Ord Aug 16
 ROWE, WILLIAM, Marazion, Cornwall, Builder Truro Pet Aug 16 Ord Aug 17
 SEDGWICK, BENJAMIN, Halling, Kent, Farmer Rochester Pet Aug 17 Ord Aug 17
 SEMPLE, GEORGE, Highgate Barn, Butcher High Court Pet Aug 26 Ord Aug 15
 SNOW, WILLIAM, Whimple, Devonshire, Farmer Exeter Pet Aug 15 Ord Aug 15
 STEEL, DOUGLAS QUINN, Liverpool, Solicitor Liverpool Pet Aug 29 Ord Aug 15
 TATTLER, WALTER JAMES, Harrow rd, Hosier High Court Pet Aug 16 Ord Aug 16
 THOMSON, THOMAS RAGLAW, JOHN GEORGE, Borneo Major Brighton Pet Aug 16 Ord Aug 15
 TURNER, ROBERT BAKER, Carnarvon, Dentist Bangor Pet Aug 17 Ord Aug 17
 TUPP, HENRY, and ERNEST KNOWLES GREEN, Hunslet, Leeds, Engineers Leeds Pet Aug 14 Ord Aug 14
 TOSHACH, OCTAVIA, South Shields Newcastle on Tyne Pet Aug 8 Ord Aug 15
 WARNER, EMANUEL, Islington, Fancy Goods Merchant High Court Pet Aug 14 Ord Aug 15
 WELLS, HENRY ERNEST, Finchfield, Essex, Innkeeper Chelmsford Pet Aug 10 Ord Aug 10
 WYNN, LEO, Finsbury, Hotel Proprietor High Court Pet Aug 26 Ord Aug 15
 WIGHTMAN, CHARLES, Leicester Leicester Pet Aug 15 Ord Aug 15
 WINTER, CAPTAIN NOEL, Bury st, St James's High Court Pet Aug 15 Ord Aug 15

Amended notice substituted for that published in the London Gazette of the 18th August:

JOHNSON, JOHN BRADLEY, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet Aug 9 Ord Aug 9

RECEIVING ORDERS DISCHARGED.

MARSHALL, JOSEPH, Forthby, Lanes, Commission Agent Liverpool Rec Ord May 23 Disch Aug 17
 MORRICE, GEORGE LEVER, Forthby, Lanes, Metal Merchant's Clerk Liverpool Rec Ord April 1 Disch Aug 17

FIRST MEETINGS.

ALBERT, FRANK, Camberwell rd, Dramatic Agent Aug 26 at 12 Bankruptcy bldg, Carey st
 ALISON, GEORGE WILLIAM, Shepherd's Bush, Blind Manufacturer Aug 26 at 2.30 Bankruptcy bldg, Carey st
 BARNES, ERNEST FREDERICK, HAYDON, Cradley Heath, Staffs, Ironfounder Aug 27 at 10.30 Off Rec, Dudley
 BATHMAN, Rt Hon WILLIAM, Shobdon, Herefordshire Aug 26 at 3.30 2, Offa st, Hereford
 BOULTON, AUGUSTUS HENRY, Handsworth, Staffs, Commission Agent Aug 20 at 11 23, Colmore row, Birmingham
 CARSON, JOHN, Burnism, Staffs, Joiner Aug 27 at 10.30 Off Rec, Newcastle under Lyme
 CRYSTON, DAVID, Nantyglo, Mon, Clothier Aug 26 at 13 Off Rec, Merthyr Tydfil
 DAVIES, THOMAS, Hereford, Cabinet Maker Aug 27 at 10 2, Offa st, Hereford
 DOWELL, WALTER, Birmingham, Machinist Aug 26 at 12 23, Colmore row, Birmingham
 EAMES, WILLIAM, St Albans, Builder Aug 27 at 8 Off Rec, 36, Temple chambers, Temple avenue
 FERGUSON, GEORGE, Carlisle, Boot Salesman Aug 27 at 12 Off Rec, 29, Lombey st, Carlisle
 FOLKES, JOHN, Southampton, Friar, Canals, Farmer Aug 27 at 12 Off Rec, 5, Petty Cury, Cambridge

FOSTER, ANNIE, Stoke upon Trent, Milliner Aug 27 at 11 Off Rec, Newcastle under Lyme
 FRANKLIN, CORVELLUS, Leeds, Boot Manufacturer Aug 26 at 11 Off Rec, 23, Park row, Leeds
 GLOSSOP, THOMAS, Sparkbrook, Builder Aug 26 at 11 23, Colmore row, Birmingham
 GOUGH, THOMAS, Wellington, Beerseller Aug 26 at 11.30 Off Rec, 42, St John's hill, Shrewsbury
 GOODAY, G. O, St Pancras Aug 29 at 11 Bankruptcy bldg, Carey st
 GURNER, WILLIAM, Episcopi, nr Minster, Carpenter Aug 27 at 12.30 Off Rec, Salisbury
 HAIGH, WILLIAM THOMAS, Bradford, Robbin Maker Aug 26 at 11 Off Rec, 31, Manor row, Bradford
 HAINES, JOHN, Cardiff, Builder Aug 26 at 11 20, Queen st, Cardiff
 HARKER, BENJAMIN WILLIS CLEVELAND, West Hartlepool, Mantle Dealer Aug 29 at 3.45 Royal Hotel, West Hartlepool
 HASKETT, THOMAS BRIDEL, Halesowen, Perambulator Manufacturer Aug 27 at 12 Talbot Hotel, Stourbridge
 HINCHLEY, HARRY, Harrogate, Book Keeper Aug 30 at 12.30 Off Rec, 23, St George's, York
 HOLY, FRED, Bradford, Stuff Presser Aug 26 at 12 Off Rec, 31, Manor row, Bradford
 JOHNSON, ALFRED, Gnosall, Staffs, Butcher Aug 26 at 10.30 Wright & Westhead, St Martin's pl, Stafford
 JOHNS, JOHN, Aberystwy, Licensed Victualler Aug 26 at 2 Royal Hotel, Rhyl
 KEPLER, STEFAN, Bradford, Tailor Aug 29 at 12 Off Rec, 31, Manor row, Bradford
 KING, FARNHAM E, Birmingham, Tea Dealer Aug 29 at 11 23, Colmore row, Birmingham
 LAKE, THOMAS, Leamington, Clerk Sept 12 at 12.30 Off Rec, 17, Hertford st, Coventry
 LATHON, EUTIMONUS WILLIAM, Luton, Solicitor Aug 27 at 3.40 Red Lion Hotel, Luton
 LECKENBY, JOHN, Durham, Traveller Aug 26 at 3 Off Rec, 8, Albert rd, Middlesbrough
 LIVERSHED, WILLIAM, Durham, Farmer Aug 26 at 3 Off Rec, 8, Albert rd, Middlesbrough
 LORD, CHARLEY EDWARD, Hereford, Plumber Aug 27 at 10 2, Offa st, Hereford
 MEEUW, WILLIAM JAMES, Leeds, Auctioneer Aug 26 at 12 Off Rec, 22, Park row, Leeds
 MINSTER, ALBERT, Herne, Kent, Farmer Aug 31 at 3.30 Off Rec, 73, Castle st, Canterbury
 MORRIS, HERBERT, Islington Aug 27 at 11 Bankruptcy bldg, Carey st
 NAPPER, EDWIN, New Cross, Coffee House Keeper Aug 27 at 12 Bankruptcy bldg, Carey st
 NEW, WILLIAM, Worcester-shire, Farmer Aug 27 at 2.30 A S Thunfield, solicitor, Kidderminster
 PARKER, JOSEPH WILLIAM, Cornwall, Wine Merchant Aug 29 at 3 Royal Hotel, Bristol
 PEARSON, CHARLES EDWARD, Poplar, Costermonger Aug 27 at 2.30 Bankruptcy bldg, Carey st
 ROBERTS, GEORGE KENDALL, Brighton, Cheshire, Hotel Keeper Aug 29 at 3 Off Rec, 35, Victoria st, Liverpool
 ROBINSON, WILLIAM, Salop, Builder Aug 29 at 10 4, Corn sq, Leominster
 SMITH, ROBERT SAMUEL, Droitwich, Farmer Aug 29 at 11.30 Off Rec, 45, Copenhagen st, Worcester
 STANDEN, JOHN, Dartford, Draper Aug 29 at 11.30 Off Rec, 149, High st Rochester
 STREETS, EDGAR, Bexhill, Bookseller Aug 29 at 3 Off Rec, 24, Railway approach, London Bridge, S E
 URBAN, FRANK JOSEPH RUDOLF, Basinghall st, Importers Aug 29 at 2.30 Bankruptcy bldg, Carey st
 WAINWRIGHT, JOHN, Nottingham, Baker Aug 27 at 12 Off Rec, 86, Fockers Church walk, Nottingham
 WAITE, THOMAS, Bexhill, Builder Aug 26 at 2.30 Off Rec, 24, Railway approach, London Bridge
 WELLS, HENRY ERNEST, Finchfield, Essex, Innkeeper Aug 26 at 2.30 Horn Hotel, Braintree
 WHITE, HENRY LEE, Stewkley, Bucks, Draper Aug 26 at 11 Off Rec, St Paul's sq, Bedford
 WHITE, THOMAS JOHN, Twickenham, Carpenter Aug 29 at 11 Bankruptcy bldg, Carey st
 WHITFORTH, FREDERICK, Swindon, Lanes, Mechanic Aug 26 at 3 Ogden's chambers, Bridge st, Manchester
 WIGHTMAN, CHARLES, Leicester Aug 27 at 12.30 Off Rec, 1, Berridge st, Leicester
 WILKINSON, ISAAC, Bradford, Pawnbroker Aug 29 at 11 Off Rec, 31, Manor row, Bradford
 WILLIAMS, JOHN, Llanidloes, Montgomeryshire, Clerk Aug 27 at 1 Off Rec, Llanidloes
 WILLIAMS, JOHN DAVID, Llanddindolau, Carnarvonshire, Querryman Aug 29 at 2 Prince of Wales Hotel, Carnarvon
 WOOD, WILLIAM, and JOHN BUCKLE, Stoke, Devonport, Builders Aug 30 at 11 10, Athenaeum terrace, Plymouth

ADJUDICATIONS.

ALDERSON, FRED, Mytholmroyd, nr Halifax, Plumber Halifax Pet Aug 19 Ord Aug 19
 BEDFORD, CHARLES HAROLD, Halifax, Watchmaker Halifax Pet Aug 6 Ord Aug 6
 BIRD, ANN, and JAMES CLARSON BIRD, Stourton, Worcester-shire Coal Merchants Stourbridge Pet Aug 9 Ord Aug 9
 CARR, JOHN WILLIAM, Cleator Moor, Cumbrid, Auctioneer Whitehaven Pet Aug 8 Ord Aug 15
 CHAMBERS, CATHERINE, Merthyr Tydfil, Draper Merthyr Tydfil Pet Aug 6 Ord Aug 14
 CHATTERTON, J BALAN, Strand, Officer High Court Pet May 14 Ord Aug 17
 CHOWTHORPE, RAMSDEN, Brighouse, Yorks, Butcher Halifax Pet Aug 6 Ord Aug 6
 DAVIS, EDWARD, Chalfont St Giles, Bucks, Farmer Windsor Pet Aug 12 Ord Aug 15
 EVANS, CHARLOTTE, Bedford Bedford Pet July 17 Ord Aug 14
 EVERINGHAM, BENJAMIN, Yorkshire, Market Gardener Kingston upon Hull Pet Aug 15 Ord Aug 15
 FELLOWES, JAMES WILLIAM, Hemel Hempstead, Fishmonger St Albans Pet Aug 9 Ord Aug 12

FORD, ALFRED, Bloxwich, Staffs, Mineral Water Maker Walsall Pet Aug 16 Ord Aug 16
 FOSTER, ANNIE, Stoke upon Trent, Milliner Stoke upon Trent and Longton Pet July 25 Ord Aug 16
 FRYER, JOHN, Linthorpe, Yorks, Gardener Stockton on Tees Pet Aug 13 Ord Aug 14
 GOUGH, THOMAS, Salop, Beerseller Madeley Pet Aug 15 Ord Aug 15
 GRIMMER, HERBERT ALEXANDER, Motttingham, Suffolk, Farmer Great Yarmouth Pet Aug 13 Ord Aug 16
 H. SHAPE, JOHN RICHARD, Yorks, Farmer Kendal Pet Aug 16 Ord Aug 16
 HESKETH, WILLIAM, Birkenhead, Architect Manchester Pet July 27 Ord Aug 15
 HINCHLEY, HARRY, Harrogate, Book Keeper York Pet Aug 14 Ord Aug 16
 HODGSON, THOMAS H, Cheshire, Superintendent Birkenhead Pet June 14 Ord Aug 17
 HOOK, CHARLES CAMPBELL, Westminster, Major Winchester Pet April 26 Ord Aug 15
 HOWLEY, GEORGE HENRY, Carshalton, Licensed Victualler Croydon Pet Aug 14 Ord Aug 14
 HUMBER, HENRY HEWITT, Swansea, Managing Brewer Swansea Pet Aug 17 Ord Aug 17
 ILIAS, HENRY, Bristol, Boot Manufacturer Bristol Pet Aug 9 Ord Aug 15
 LARSEN, CHARLES EDWARD, St Leonards on Sea, Dairyman Hastings Pet Aug 8 Ord Aug 16
 LAYERSHED, WILLIAM, Durham, Farmer Stockton on Tees Pet July 25 Ord Aug 14
 METCALVE, JOSEPH, Kirby Stephen, Butcher Kendal Pet Aug 16 Ord Aug 16
 MCLEOD, ALLAN, Birmingham, Travelling Draper Birmingham Pet June 25 Ord Aug 16
 MILNER, GEORGE STEPHENSON, Swansea, Mechanical Engineer Swansea Pet Aug 16 Ord Aug 16
 MINSTER, ALBERT, Herne, Kent, Farmer Canterbury Pet Aug 14 Ord Aug 14
 NAPPER, EDWIN, New Cross, Coffee house keeper High Court Pet July 23 Ord Aug 14
 PHILLIPS, HENRY, Exeter, Builder Exeter Pet Aug 16 Ord Aug 16
 PRETTY, CHARLES, Dickleburgh, Norfolk, Bricklayer Ipswich Pet Aug 19 Ord Aug 10
 READ, JOHN HENRY, Whitchurch, Salop, Tailor Nantwich Pet Aug 15 Ord Aug 16
 ROWE, WILLIAM, Marazion, Cornwall, Builder Truro Pet Aug 16 Ord Aug 17
 SNOW, WILLIAM, Whimple, Devonshire, Farmer Exeter Pet Aug 15 Ord Aug 15
 TATTLER, WALTER JAMES, Harrow rd, Hosier High Court Pet Aug 16 Ord Aug 16
 TUPP, HENRY, and ERNEST KNOWLES GREEN, Hunslet, Engineers Leeds Pet Aug 14 Ord Aug 14
 TURNER, ROBERT BAKER, Carnarvon, Dentist Bangor Pet Aug 17 Ord Aug 17
 WELLS, HENRY ERNEST, Finchfield, Innkeeper Chelmsford Pet Aug 9 Ord Aug 10
 WHITAKER, JAMES HENRY, Birmingham, Grocer Birmingham Pet Aug 13 Ord Aug 16
 WIGHTMAN, CHARLES, Leicester Leicester Pet Aug 13 Ord Aug 15
 WYATT, DANIEL, Stanfor, Dingley, Berks, Farmer Reading Pet July 13 Ord Aug 15

Amended Notice substituted for that published in the London Gazette of the 18th August:-
 JOHNSON, JOHN BRADLEY, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet Aug 9 Ord Aug 9

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS JOURNAL, 26s. 0d.; by Post, 28s. 0d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

ROBE AND SON,
 ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1820.

94, CHANCERY LANE, LONDON.

ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1730.

FOR SEA, FIRE, LIFE AND ANNUITIES.

CHIEF OFFICE: ROYAL EXCHANGE, LONDON.

FUNDS, £4,000,000. CLAIMS PAID, £37,000,000.

FIRE.

INSURANCES ARE GRANTED AGAINST LOSS OR DAMAGE BY FIRE ON PROPERTY of almost every description, at Moderate Rates.

LIFE.

DEATH DUTY POLICIES—Payment Direct to Revenue Authorities before grant of Probate.

BONUS YEAR, 1895—To secure Maximum Profits, Policies should be effected before 31st DECEMBER, 1895.

Apply for Full Prospectus to

E. R. HANDCOCK, Secretary.

MIDLAND RAILWAY HOTELS.

LONDON - MIDLAND GRAND - St. Pancras Station, N.W.

(Within Shilling cab fare of Gray's-inn, Inns of Court, Temple Bar, and Law Courts, &c. Buses to all parts every minute. Close to King's Cross Metropolitan Railway Station. The New Venetian Rooms are available for Public and Private Dinners, Arbitration Meetings, &c.)

LIVERPOOL	-	ADELPHI	-	Close to Central (Midland) Station.
BRADFORD	-	MIDLAND	-	Excellent Restaurant.
LEEDS	-	QUEEN'S	-	In Centre of Town.
DERBY	-	MIDLAND	-	For Peak of Derbyshire.
MORECAMBE	-	MIDLAND	-	Tennis Lawn to Seashore. Golf.

Tariffs on Application.

Telegraphic Address "Midotel."

WILLIAM TOWLE, Manager Midland Railway Hotels.

IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of
LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of

LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to
**THE LICENSES INSURANCE CORPORATION AND
 GUARANTEE FUND, LIMITED,**
 24, MOORGATE STREET, LONDON, E.C.

SHIPPING PROPERTY.

IMPORTANT TO INVESTORS THEREIN.

C. W. KELLOCK & CO.

(C. W. KELLOCK, W. W. KELLOCK, NELSON CAMERON),

Established over Half a Century.

WATER STREET, LIVERPOOL.

VALUERS of all classes of SHIPPING PROPERTY. Valuations made for Probate,
 General Average, Admiralty, &c. Brokers for the Sale and Purchase of Shipping
 (Privately or by Public Auction).
 PERIODICAL SALES BY AUCTION IN OWN SALEROOM.

LEGAL AND GENERAL LIFE ASSURANCE
SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,

THE
PERFECTED SYSTEM
 OF
LIFE
ASSURANCE.

AND
SECURE.

TOTAL ASSETS, £2,881,000. INCOME, £334,000.

The Yearly New Business exceeds ONE MILLION.

Assurances in force, TEN MILLIONS.

DIRECTORS.

Blake, Fredk. John, Esq.
 Brooks, William, Esq. (Basingstoke).
 Davey, The Right Hon. Lord.
 Deane, The Right Hon. Sir James Parker,
 G.C., D.C.L.
 Ellis, Edmund Henry, Esq.
 Frere, Geo. Edgar, Esq.
 Garth, The Right Hon. Sir Richard, G.C.
 Harrison, Chas., Esq., M.P.
 Healey, C. E. H. Chadwick, Esq., G.C.
 Johnson, Charles F., Esq.
 Kekewich, The Hon. Mr. Justice.
 Leman, James Curtis, Esq.
 Lopes, The Right Hon. The Lord Justice.

Masterman, H. Chauncy, Esq.
 Mathew, The Hon. Mr. Justice.
 Meek, A. Grant, Esq. (Devizes).
 Mellor, The Right Hon. John W., G.C.,
 M.P.
 Mills, Richard, Esq.
 Morrell, Frederic P., Esq. (Oxford).
 Pennington, Richard, Esq.
 Rowcliffe, Edward Lee, Esq.
 Saltwell, William Henry, Esq.
 Williams, C. Reynolds, Esq.
 Williams, Roder, Esq.
 Williams, William, Esq.

VOL. XXXIX., No. 44.

The Solicitors' Journal and Reporter.

LONDON, AUGUST 31, 1895.

Contents.

CURRENT TOPICS.....	730	LEGAL NEWS.....	744
THE BOARD OF TRADE REPORT ON.....		WINDING UP NOTICES.....	744
BANKRUPTCY.....	740	CREDITORS' NOTICES.....	744
REVIEWS.....	741	BANKRUPTCY NOTICES.....	745
LAW OFFICERS' SALARIES.....	743	PUBLIC GENERAL STATUTES.....	

Cases Reported this Week.

In the Solicitors' Journal.

Blanchard v. Corporation of Scarborough.....	742	Attorney-General v. Wendt.....	701
Burne v. Serff.....	742	Baerlein & Co. v. Chartered Bank of India, London, and China.....	692
Kibble v. Fairthorne.....	742	Brook v. Manchester, Sheffield, and Lincolnshire Railway Co.....	696
Rapley v. Clarke.....	742	Debenham & Walker, In re.....	699
Smith v. The Mortgage Company of Mexico (Lim.).....	742	Montgomery v. Foy, Morgan, & Co. ...	691
Wood (Appellant) v. London County Council (Respondents).....	742	"Nautik," The.....	708

In the Weekly Reporter.

Attorney-General v. Lord Budeley and Others.....	700	Sarson v. Roberts.....	690
		Scott v. Alvarez (No. 2).....	694
		Thomas v. Latham.....	690

CURRENT TOPICS.

It is fortunate that political considerations have not been allowed to interfere with the appointment of Mr. FINLAY as Solicitor-General. After Sir EDWARD CLARK had declined to hold the office on the conditions now attached to it, there was no lawyer on the Government side of the House whose claims could for a moment compare with those of Mr. FINLAY. For some years he has held a foremost place as an advocate in cases requiring accuracy of reasoning and sound legal learning, and his selection does credit to the Government.

WE PRINT elsewhere the new Treasury minute relating to the emoluments and practice of the law officers. So far as their practice goes it confirms in express terms the policy which we have always deprecated, of converting them into mere officials of the Government. They are not to undertake business of any kind on behalf of private clients, and a law officer must, on appointment, return all papers and briefs which he has received in private matters. He is dead to the outside world, and the whole of his services are thenceforth due to the Crown. In return for thus cutting themselves off from their old clients, and from general practice at the bar, the law officers are to have fixed salaries for non-contentious business and, in addition, fees for contentious business. The fixed salary of the Attorney-General is to be £7,000 and of the Solicitor-General £6,000 per annum. With regard to contentious business, rules are laid down as to the cases in which a law officer is to be instructed, and as to the amount of the fees. Any head of, or solicitor to, a Government department may decide that a law officer shall be employed, and a law officer will appear as a matter of course in appeal cases, whether in the Court of Appeal, the House of Lords, or the Privy Council, and in certain special classes of cases, such as informations and revenue cases. But only one law officer is to be instructed, unless in the opinion of the Attorney-General the public interest requires that both should appear, and it is for the Attorney-General, too, to determine whether a law officer shall be instructed in a case not falling within the specified classes. The fees are to be those which a Queen's counsel of average standing might properly accept from a private client, subject to a maximum fee of 150 guineas with brief and 30 guineas as refresher, unless in any case of exceptional importance or difficulty the Chancellor of the Exchequer allows a higher fee on the brief. It is to be feared that the rules will stereotype a most unfortunate departure from the traditions of these offices.

IT WAS unfortunate for the plaintiffs in *Hamelin v. Bannerman* (1895, A. O. 237) that they made an absolute grant of specified water power instead of a general licence, for the supply having diminished through drought below the amount granted, they

Hamelin
Bannerman

themselves had to go without. The mistake was in executing a deed which stated how much water the defendants were to take—a course which was probably adopted in the first instance to protect the grantors from excessive user by the grantee; though if the grantors had known the purpose for which the water was wanted, and this were expressed on the deed, the result would have been practically the same. If, however, neither the amount nor purpose had been stated, the grant would have been a mere licence and would not have given the grantee a preferential right. Even then the plaintiffs could not have derogated from their grant by non-repair of the dam, nor by unreasonable user. The best known case on this branch of the law is *Newby v. Harrison* (1861, 1 J. & H. 393, 9 W. R. 849) and the last was *Sutherland v. Heathcote* (1892, 36 SOLICITOR'S JOURNAL 231, 1 Ch. 475) which decided that the reservation of a right of mining is not exclusive. The present case is a strong instance of the strictness with which the law holds a man to his deed, and will not allow him to set up the interests of the public to defeat his own grant. The appellants had constructed a dam across a navigable river, and thus obtained the water-power which they had sold to the respondents. This was plainly an infringement of the rights of the public to the free navigation of the stream, but the appellants were estopped from raising this defence, the court saying, "Even if the appellants had been unable, as they say they were, to give the respondents a good title as against the public, the law would not have permitted them first to sell a prior right to the water-power, and pocket the price, and then to pose as members of the public, and to deprive their purchaser of the water by using it themselves."

IN THE current number of the *Twentieth Century* Mr. J. TRUSTAM deals with the ever-recurring question of the circuit system. In his view the principle which historically and logically underlies the system is that every circuit town should have its gaol, and that the judges should visit the towns in order to deliver the gaols of the persons awaiting trial in them. At the present time, however, many of the assize towns have no gaols and the result is that prisoners have to be taken considerable distances from the gaols in which they are confined to the place of trial. Thus persons committed for trial at the Surrey Assizes are detained at Holloway, and have to be conveyed thence to Guildford to undergo their trial. We are not clear that this circumstance in itself is any ground for interfering with the present system. Mr. TRUSTAM draws a moving picture of the hardships to which prisoners are exposed on a winter's day, but this is a matter with which the authorities are competent to deal by making proper arrangements. The expense and inconvenience of the railway journey are not very great, and it is better to incur them than needlessly to multiply prisons. The real reason for holding trials at the county towns, although the accused persons are not lodged there, is that justice may be done in the neighbourhood of the place where the crime was committed, and as near as possible to the homes of the witnesses. Mr. TRUSTAM is on safer ground when he points to the small amount of criminal business which frequently awaits the judge at an assize town, and the disproportionate expense which is incurred. "It may safely be asserted," he says, "that the expenditure, both public and private, occasioned by the visits of judges of assize to small county towns possessing no gaols, where the calendar of prisoners for trial is invariably light, and the civil causes few and unimportant, is enormous when compared with the work done." Doubtless this is so, but it is to be noticed that while the Council of Judges in 1892 recommended the concentration of civil business at certain places in each circuit, it was expressly resolved that no change should be made in the number of the assizes for criminal business, or in the places for which such assizes are held. In the view of the judges, therefore, the importance of administering justice locally was great enough to override considerations of expense and convenience.

In *Re Lord Coleridge's Settlement*, ante p. 725, Chitty, J., gave full effect to the power conferred on tenants for life by section 22 of the Settled Land Act, 1882, enacting that the investment or other application of capital money under the Act by the

trustees of the settlement shall be made according to the direction of the tenant for life. The tenant for life in the above case having directed investments of capital money which, though within the scope of the settlement power, were not such as the trustees would themselves have selected, the trustees applied to the court to decide whether they ought to comply with such direction. Chitty, J., held that the trustees were bound to comply. "The enactment," said his lordship, "is in accordance with the general policy of the Act; in cases falling within its provisions the Act transfers, in regard to investment, a function ordinarily exercised by the trustees from the trustees to the tenant for life. The only limitations imposed on him are those to be found in the Act itself—notably in the 21st and 53rd sections." Section 21 specifies the modes of investment or other application of capital money authorized, and in regard to one objection raised by the trustees—viz., that in the event of certain redeemable stock being paid off at par the capital of the trust fund would be diminished, it may be observed that certain redeemable investments are now expressly permitted to trustees by law (see section 2 of the Trustee Act, 1893). "By the 53rd section," continued the learned judge, "a tenant for life, in exercising any power under the Act, is bound to have regard to the interest of all parties entitled under the settlement, and, in relation to the exercise thereof by him, is deemed to be in the position and to have the duties and liabilities of a trustee for those parties. Supposing that this case had not fallen within the Act, and that the trustees had, in the exercise of their ordinary discretion, selected these securities in good faith, their discretion could not have been questioned; they would have been acting within the scope of the authority conferred on them by the settlement. Similarly the tenant for life, in the exercise of his statutory power, cannot be controlled by the trustees or by the court, so long as he really and honestly exercises his discretion." The duty and liabilities of a tenant for life under the 53rd section were, it will be remembered, very fully considered by the Court of Appeal in the *Ailsbury case* (40 W. R. 243; 1892, 1 Ch. 506).

THE BOARD OF TRADE REPORT ON BANKRUPTCY.

THE twelfth annual report of the Board of Trade on bankruptcy, which by virtue of section 25 of the Bankruptcy Act, 1890, includes also a report of proceedings under the Deeds of Arrangement Act, 1887, has just been issued. The body of the report, signed by Sir COURTENAY BOYLE, the permanent secretary to the board, is very short, and deals mainly with the financial results of the working of the Bankruptcy Acts. The receipts of the department for the year ended 31st of March, 1895, from stamps, fees, and dividends on the investment of surplus funds belonging to bankrupt estates, amount to £146,512; the expenditure to £167,538, the chief items being £111,834 for salaries of officers, &c. (not including salaries of judges either of the Supreme Court or of county courts), and £26,249 for remuneration to county court registrars in respect of bankruptcy business. There is thus a deficiency of £21,026 on the year's working of the Bankruptcy Acts, 1883 and 1890. A separate account headed "Accounts relating to Bankruptcy Administration prior to the Bankruptcy Act, 1883," gives on the expenditure side the further items of £2,236 for costs of bankruptcy prosecutions, and £5,492 for pensions and compensations before the 1st of January, 1884. The actual deficiency, therefore, is £28,754, though by the old device of taking credit for dividends on cancelled stock—the amount of the imaginary sum, less income tax, being £37,747—the actual deficit is assumed to be turned into a surplus of £8,993. The corresponding imaginary surplus last year was £14,119, the falling off being due to a decrease in stamps and fees, which is attributed to a decline in the amount of insolvency dealt with during the year.

The bulk of the report consists of five annexes, the first being the report on the general working of the Acts of 1883 and 1890, presented to the Board of Trade by Mr. JOHN SMITH, the Inspector-General in Bankruptcy. As regards the amount of insolvency, it shows that the cases dealt with under the Bankruptcy Acts, and also under the Deeds of Arrangement Act, 1887,

reveal a falling off as compared with the high-water mark reached in 1893. For that year the number of receiving orders was 4,874 and of deeds of arrangement 3,938, making a total of 8,812; for 1894 the corresponding numbers were 4,762 and 3,894, making a total of 8,656.

This result is satisfactory, so far as it goes, and since Mr. SMITH says it is confirmed by the experience of the present year, it may be hoped that it indicates an improvement in trade. At the same time it would be rash to attach much importance to slight fluctuations in figures, and the table which Mr. SMITH gives of the failures in certain specified trades show that the variation is by no means universally in the right direction. "Grocery and Provisions" shew a decrease of 160 and "Drapery" of 28. But on the other hand "Beer, Wines, and Spirits" have an increase of 56; "Building and Materials" an increase of 61; "Wool Manufacturers and Merchants" an increase of 39; "Silk" an increase of 6; and "Timber" an increase of 25. The failures of farmers are 518, or five less than in 1893, but the figure is much higher than in 1891 and 1892. After suggesting that the increase of the failures in the wool trade is due to the operation of hostile tariffs, and, in the case of liquor, to the higher duties on beer and spirits, Mr. SMITH is constrained to admit that his statistics do not allow him to draw any very definite conclusion, although, he adds, "they may perhaps be regarded as forming an interesting contribution to a study of comparative trade insolvency over a series of years."

Under the head of "Special Features of Insolvency" Mr. SMITH calls attention to what he considers the chief causes of insolvency in trading failures, and emphasizes the danger to trade generally which is caused by the competition of reckless traders who continue their operations after insolvency has freed them from the check of prudential considerations. As might be expected, he looks for the remedy in a firmer administration of the bankruptcy law, though he complains of the difficulty of getting the courts or the official receivers to regard the practice as one of a serious character. "It is, no doubt," he says, "in many cases difficult for a merchant or trader to discern the precise moment when his liabilities exceed his assets, and it is not contended that every bankrupt should be held strictly responsible for taking a sanguine view of his affairs while honestly attempting to retrieve an embarrassed position. But the point which I desire to emphasize is that where a debtor has once realized that his capital is lost, and that he is trading entirely at the risk of his creditors, any deliberate attempt to carry on his business by selling goods at a loss for the sake of keeping himself afloat is, and ought to be recognized as, far more injurious to the commercial interests of the trading community as a whole than some even of the specific bankruptcy offences which are dealt with under the criminal law." Mr. SMITH's efforts in the interest of the trading community are to be commended, but it may be doubted whether any practicable means will be found of preventing traders from selling goods at their own prices in order to gain breathing time in the downward course. It is one of the evils incidental to a system of competition and trading on credit which must be left to cure itself.

Under "Special Features in the Working of the Act" the chief matters dealt with are trading by bankrupt husbands in the names of their wives under the protection of the Married Women's Property Act, 1882, the assignment of future book-debts, and the costs of administration. Upon the first point Mr. SMITH refers to a case in the Northampton County Court to which Judge SNAGG has called his attention, and in which the learned judge remarked that his experience of the last few years upon the bench had led him to the conclusion that the combined operation of the Married Women's Property Act and the present Bankruptcy Act opened the door to a great deal of elaborate fraud. "In his opinion no wife of a bankrupt should be permitted to carry on the same or a similar business at the same or a similar address, under the same or a similar style, within, say, three years from the date of the receiving order without the special leave of the court." To this suggestion Mr. SMITH adds another for the registration of assignments of book-debts, either past or present, out of the ordinary course of business, in the same manner as bills of sale. Assignments of future book-debts were held to be valid by the House of Lords

in *Tailby v. The Official Receiver* (13 App. Cas. 523), and perhaps it would be better for the principle of this decision to be considered by the Legislature than to do anything to extend the trouble caused by the Bills of Sale Acts.

In dealing with the costs of administration, Mr. SMITH presents a table of the costs where the estates are administered under the Act of 1883 by the official receivers and by private trustees respectively, and under private deeds of arrangement. The table shows the percentage of costs to gross assets, the cases being grouped in eighteen classes as the assets realized vary from £50 to £6,000. The percentage naturally decreases as the value of the assets rises, and the average percentage works out at 21.01 in the case of administration by official receivers, and 21.81 in the case of deeds of arrangement. The former figure is kept down by excluding cases under £50, which usually fall into the hands of the official receivers. The percentage for administration under the Act of 1883 by non-official trustees is worked out at 39.06, but Mr. SMITH does that class of trustees the justice of accounting for the increased ratio of cost by the nature of the estates with which they have to deal. The most complicated cases, especially those in which the assets can only be recovered by litigation, generally, he says, go to non-official trustees. "While, therefore," he adds, "it must be obvious to unprejudiced minds that the system of official administration now in use, when judged by any standard which can be applied to it, is not open to the charge of excessive costliness, it is only fair to the highly-experienced body of accountants who practise under the Bankruptcy Act, to point out that the foregoing figures afford no ground for any general charge against their administration. On the contrary I am of opinion that, having regard to the circumstances of the case, the costs of non-official administration, whether under the Bankruptcy Act or under private deeds of arrangement, are in the great majority of cases of a reasonable character." This is an important admission, and, coming from such a quarter, it will be read with interest. The other annexes, which consist of various statistical tables, and of the report of Mr. MURTON, the solicitor to the Board of Trade, upon legal proceedings conducted by him, do not call for any special remark.

REVIEWS.

BOOKS RECEIVED.

The Law of Allotments for the Poor and Labouring Population, including the Allotments Acts, 1887 and 1890; the Allotments and Cottage Gardens Compensation for Crops Act, 1887; the Operative Parts of the Local Government Act, 1894, &c.; together with the Incorporated Statutes and the Adaptations of the Lands Clauses Acts and Allotments Acts by the Local Government Board, with Tables of Cases and Statutes and Copious Index. Second Edition. By JAMES BROOKE LITTLE, B.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The Law regulating Streets and Buildings in the Metropolis under the London Building Act, 1894, and other Metropolitan Statutes, together with the Standing Orders, Regulations, Bye-laws, Forms, &c., of the London County Council and of the Commissioners of Sewers of the City of London. By R. CUNNINGHAM GLEN, M.A., LL.B., Barrister-at-Law, Hon. Examiner to the Surveyors' Institution, and ARTHUR A. BETHUNE, Barrister-at-Law. With Explanatory Diagrams, by ALFRED CONDER, F.R.I.B.A., F.S.I., Architect, District Surveyor for Woolwich. Knight & Co.

The Association for the Reform and Codification of the Law of Nations, says the *Daily News*, is preparing to hold its seventeenth conference under the presidency of Sir Richard Webster, Attorney-General, who will deliver his inaugural address in the hall of the Palais des Académies in Brussels, on the 1st of October next. The session will extend over four days, and will embrace papers, reports, and discussions on a great variety of subjects. Prominent among the items are papers by Dr. Evans Darby on the Neutralisation of Seas and Inter-Oceanic Canals, and the place of International Arbitration in the Evolution of Peace; on the Marriage Laws, by Professor Gabba; on the Execution of Foreign Judgments, by M. Hubert Brunard, M. Charles Lachaud, and Mr. G. G. Phillimore; on Conflicts of Nationality (a report), by Dr. Thomas Barclay; and on Collisions at Sea, particularly as regards the incidence of liability where both vessels are in fault, by Mr. Franck and Mr. F. Raikes, Q.C. At this conference a motion will be made by Dr. Barclay for changing the name of the association to that of "The International Law Association," as being conveniently brief, while it is not less comprehensive than the title by which this important organisation has been hitherto known.

CASES OF THE WEEK.

Before the Vacation Judge.

SMITH v. THE MORTGAGE COMPANY OF MEXICO (LIM.)—27th August.

COMPANY—DEBENTURES—PROPERTY COMPRISED IN—MONEY IN FOREIGN COUNTRY—RECOVERY OF BY RECEIVER—POWER OF ATTORNEY—FORM OF ORDER.

This was a motion on the part of the plaintiff on behalf of himself and all other the debenture-holders of the defendant company that William Philip Jones, the receiver and manager appointed in the action, might be directed to take such steps as might be necessary in Mexico for the purpose of obtaining the sum of £3,849 6s. 11d. lying at the Banco Nacional, Chihuahua, Mexico. It appeared from the affidavits that the receiver and manager was appointed in the action on the 17th of May, 1895. On the 28th of May judgment was given in the action declaring that the debentures were a charge upon all the property and directing the usual accounts, one of which was "an account of the principal moneys and interest secured and due under the said debentures respectively and to whom the same are respectively due," and "an inquiry of what the property comprised in and charged by the debentures consists." The company was formed for the purpose, amongst other things, of the investment or advance of money on the security of first mortgages on lands in Mexico. Part of the property comprised in the above account and inquiry consisted of the sum of £3,849 6s. 11d. lying at the Banco Nacional, Chihuahua, Mexico, but which the receiver had not been able to receive owing to a claim on the part of one Garcia, of Mexico, who claimed to have a charge on the amount, but the receiver had not been able to obtain particulars of his claim.

MATHEW, J., made an order that a power of attorney be given by the receiver and the company, to be settled in chambers in case the parties differed, to an attorney or attorneys to take such steps in Mexico as he or they might be advised to recover the sum of £3,849 6s. 11d. in the notice of motion mentioned, all sums of money recovered by the said attorney or attorneys to be paid into court to the credit of this action, subject to payment of all proper charges thereout.—COUNSEL, A. J. Chitty; Stewart-Smith. SOLICITORS, Dale, Newman, & Hood; E. S. Parker.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

BURNE v. SERFF—27th August.

PRACTICE—VACATION COURT—MOTION—APPLICATION FOR ADJOURNMENT OF BY CONSENT—GROUND OF—PROBABILITY OF SETTLEMENT.

E. P. Hewitt applied for leave to amend the writ, and by consent for an adjournment for a week of this motion, which was one for an injunction to restrain the erection of a building.

MATHEW, J.—You must shew some ground for the application.

Hewitt.—There are expectations of a settlement taking place.

MATHEW, J.—I will adjourn the motion for a week, but if it comes into the paper again I shall expect to have the reasons why it has not been settled given to me. I reserve the question of the amendment of the writ.—SOLICITORS, Preston, Stone, & Preston, agents for Rooks & Coker, Bath.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

RAPLEY v. CLARKE—27th August.

PRACTICE—VACATION COURT—MOTION—ADJOURNMENT OF BY CONSENT—AFFIDAVITS RECENTLY FILED—TIME TO ANSWER—COSTS.

This was a motion to restrain the erection of certain buildings.

King-Farlow, for the defendant, applied for an adjournment for a week, on the ground that affidavits had been filed by the plaintiff on the previous day, and it was necessary for the defendant to have time to answer them.

Ryland, for the plaintiff, consented to the adjournment.

MATHEW, J.—When was the writ issued, and when was leave to serve notice of motion given?

King-Farlow.—The writ was issued on the 17th of August, 1895, and leave to serve notice of motion was given on the 20th of August.

MATHEW, J.—I grant an adjournment for a week, but if I find that the application for the adjournment has been occasioned by default of either side with regard to filing affidavits, I shall make the defaulting party pay the costs occasioned by his conduct.—SOLICITORS, A. J. Schweder; Upton.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

KIBBLE v. FAIRTHORNE—27th August.

PRACTICE—CONTEMPT—RELEASE FROM CUSTODY—COSTS OF MOTION FOR.

W. L. Richards applied that Mr. Edward Fairthorne, a defendant in this action, might be released from custody to which he had been committed for contempt of court. On the 2nd of May Kekewich, J., made an order that Mr. Fairthorne should hand over certain deeds. Since he had been in custody the deeds had been handed over.

MATHEW, J.—Is there any objection?

T. L. Higgins, for the plaintiff, applied that the defendant might pay the costs of the motion.

MATHEW, J., made the order of discharge, the defendant to pay the costs of the motion, but such payment not to be a condition precedent to the defendant's discharge.—SOLICITORS, T. A. Jones, for Stockton & Sons, Banbury; Crowders & Vizard, for Dennis & Faulkner, Northampton.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

BLANCHARD v. CORPORATION OF SCARBOROUGH—27th August.

INJUNCTION—CORPORATION—DEFECTIVE SEWERS—FORM OF ORDER.

This was a motion on the part of the plaintiff that the defendants might be restrained until trial of the action or further order, from causing or permitting any sewage or filthy water to rise up or flow or percolate into the messuage of the plaintiff from out of the sewers of the defendants, and from in anywise using or permitting the said sewers or allowing them to remain so constructed as to be or cause a nuisance to the plaintiff, or that such further or other order might be made in the premises as to the court should seem meet. It appeared from the affidavits that the plaintiff, Mr. Thomas Blanchard, is the proprietor of a boarding house at South Cliff, Scarborough, and his complaint was that the main sewer in West-street, into which the drain from his house flows, is not of sufficient diameter to take off the sewage in periods of heavy rain. The consequence was that upon more than one occasion an irruption of sewage took place into his premises. On the 30th of June of the present year there was a heavy thunderstorm, and the plaintiff complained that upon that occasion his basement was flooded with sewage.

MATHEW, J., ordered the motion to stand over till the time mentioned by the corporation as that within which they could execute the necessary work, with liberty to renew it if the work was not done or the scheme of drainage not successful; the costs to be reserved and the motion to be renewable upon two days' notice.—COUNSEL, Millar, Q.C., and Hawksford; Hopkinson, Q.C., and Clayton. SOLICITORS, Torr, Gribble, Oddie, & Sinclair, for W. Drawbridge, Scarborough; J. E. T. Graham, Town Clerk, Scarborough.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Queen's Bench Division.

WOOD (Appellant) v. THE LONDON COUNTY COUNCIL (Respondents)—6th August.

LOCAL GOVERNMENT—METROPOLIS—FORMATION OF NEW STREET—QUADRANGLE OR COURTYARD FOR USE OF TENANTS ONLY—SANCTION OF LONDON COUNTY COUNCIL—NECESSITY OF LONDON BUILDING ACT, 1894 (57 & 58 VICT. C. CCXIII.), s. 7.

Case stated by Mr. De Rutzen, metropolitan police magistrate, sitting at Westminster Police Court. A summons was taken out upon complaint made on behalf of the London County Council (the respondents) against the appellant, that the appellant did unlawfully commence to form and lay out a certain street for carriage traffic without having first made an application in writing to the London County Council for and obtained their sanction to the formation and laying out of such street for carriage traffic, contrary to the provisions of section 7 of the London Building Act, 1894 (57 & 58 Vict. c. ccxiii.), which provides that "before any person commences to form or lay out any street, whether intended to be used for carriage traffic or for foot traffic only, such person shall make an application in writing to the council for their sanction to the formation or laying out of such street either for carriage traffic or for foot traffic (as the case may be) . . . and no person shall commence to form or lay out any street for carriage traffic or for foot traffic without having obtained the sanction of the council"; and section 8 provides that "a person shall be deemed to commence to form or lay out a street if he erect a fence or other boundary or lay down lines of kerbing or level the surface of the ground so as to define the course or direction of a street, or if he form the foundations of a house in such manner and in such position as that such house will or may become one of three or more houses abutting on or erected beside land on which a street is intended to be or may be thereafter laid out or formed. Provided that no person shall be deemed to commence to form or lay out a street if he do any of the acts in this section mentioned for some purpose other than that of forming or laying out a street." The site in question in this case until recently formed part of the site of an old brewery belonging to the appellant, and of a private house connected therewith. At the time when the brewery existed there was a covered entrance or footway about six feet wide by the side of the private house from Victoria-street into a square yard on the site, and from the square yard there were two other entrances to other places, but such entrances and footway were not used by the public, and no right of way existed over the same. About 1891 the appellant sold the brewery business, and the brewery ceased to be used, and in 1894 the appellant resolved to utilize the site for building, and he accordingly erected, fronting or abutting on Victoria-street, a building comprising shops on the ground floor with flats above, and an archway through the middle of the ground floor of the building. Such building was erected in accordance with the statutes applicable thereto prior to the passing of the London Building Act, 1894, and the south-west wall of such building was left unfinished with a view to the subsequent extension of the buildings. Shortly after the passing of the Act of 1894 the appellant decided to extend the building fronting on Victoria-street by building additional buildings round the other three sides of the quadrangle formed by clearing away the brewery buildings, and on the 18th of April, 1895, he gave notice to the district surveyor in compliance with the said Act of his intention so to do, but he made no application to the County Council for their sanction to the formation and laying out of a street in connection therewith. When the buildings are completed by extending them round the other three sides of the quadrangle there will be in all about forty-two flats, and there will be two entrances and staircases leading from the quadrangle to the flats. There will also be a

August.
ORDER.

ants might
ng or per-
into the
ants, and
them to
ff, or that
the court
ntiff, Mr.
uth CHIEF
est-street,
ameter to
was that
into his
s a heavy
asion his

mentioned
necessary
scheme of
on to be
tateford;
& Sinclair,
erk, Scar-

ndents)—

ET—QUAD-
OF LONDON
4 (57 & 58

ate, sitting
complaint
(ts) against
form and
made an
obtained
or carriage
lding Act,
erson com-
used for
an applica-
n or laying
as the case
ay out any
tained the
on shall be
nce or other
the ground
the founda-
such house
er erected
reafter laid
commence to
mentioned
ect." The
ce of an old
connected
a covered
ivate house
the square
an entrance
existed over
ees, and the
utilize the
r abutting
the ground
the ground
be with the
ilding Act,
shed with a
the passing
fronting on
r three sides
ngs, and on
or in no ap-
le and laying
ge are com-
quadrangle
entrances and
ill also be s

one-storied building to be used as an estate office, and to have a separate entrance from the quadrangle. There will be no exit or entrance to or from the quadrangle except by the archway in Victoria-street, which is closed by lofty iron gates, and this archway and the quadrangle will be for the use of the tenants of the flats in the proposed new buildings, and of the tradesmen and others visiting them on business or pleasure with or without carriages, and the public at large will be entirely excluded from them. On the 3rd of April, 1895, the appellant's solicitors wrote to the respondents' solicitors stating that the appellant had done enough to bring himself within section 8 of the Act if his proposed scheme was in contravention of the Act, and requesting the respondents to take the necessary steps to have the question determined, and on the 24th of April the above summons was issued on the application of the County Council. The respondents contended, and the appellant denied, that the appellant had commenced to form and lay out a street for carriage traffic within the meaning of section 7 of the Act. The magistrate found as a fact that the place in question was a street, and held that the appellant had, under the circumstances, commenced to form and lay it out for carriage traffic within the meaning of section 7 of the London Building Act, 1894, and he accordingly convicted the appellant and ordered him to pay a nominal fine and £5 5s. costs. The question now was whether the decision of the magistrate was right; if right, the conviction to stand, otherwise the conviction to be quashed. For the appellant it was contended that this quadrangle was really only a courtyard belonging to the block of buildings, and was, in fact, part of the curtilage of the buildings; that it was a courtyard laid out solely for the convenience of the tenants, and the case found that it could not be used by the public at large, and therefore it did not come within section 7 of the Act: *The London County Council v. Davis* (43 W. R. 574); *Pilbrow v. The Vestry of St. Leonard, Shoreditch* (43 W. R. 342; 1895, 1 Q. B. 433). For the County Council it was contended that it was a pure question of fact whether this was a street or not within the meaning of the section, and the magistrate had found as a fact that it was a street, and that was final.

THE COURT (GRANTHAM and LAWRENCE, JJ.) allowed the appeal.

GRANTHAM, J.—In this case we are asked by the learned magistrate to say whether or not his decision was right in holding that this was a street, and that the appellant had under the circumstances commenced to form and lay out a street for carriage traffic within the meaning of section 7 of the London Building Act, 1894. We both think, without any hesitation, that he was wrong and that he decided wrongly. It has been argued very strongly before us for the county council that we ought not to interfere in this case because the learned magistrate had found as a fact that this was a street, and that the appellant was commencing to lay it out, and it was boldly said that in a case of this kind it was essentially a question of fact for the magistrate, and although other magistrates had all of them come to a contrary view, yet it was not a question of law in any way and it must be as a question of fact left to the *ipse dixit* of each magistrate hearing the case. The result would be that you would have as many different decisions as there were magistrates sitting in London. In this case we do not at all agree with the view taken for the county council that each particular magistrate can decide this in accordance with his own fancy. We think he must decide it according to what are the legal definitions of the words used, or at any rate he is not to find as a fact that which the law would not allow to be the fact in the particular case. He has found this as a fact because the owner of the property proposes to deal with it in a certain way. He says that dealing with it in that way brings him within the section. That is a matter of law, and as a matter of law we hold that his dealing with the property as he proposes does not bring him within that section. That section is only intended to apply to a different set of circumstances from those which we have to deal with here. In this particular case the owner of the property had used it for a great number of years for a particular purpose. It was a large space; there were roads, or rather ways, in it, then, which were used by him (the owner) for his horses, carts, and drays. They were used as streets far more than they will probably be now, because it was a very large brewery where an immense number of horses, vans, and wagons were used. The owner proposed to pull down the stables, wagon sheds, brew house, and various places, and build mansions in the place of those buildings which were there before. He proposes to improve the centre of this place, pulling down one block which I think used to be called the brewery and making a garden round it, allowing and leaving sufficient space for the cabs or the carriages of people who will live in this building, or who are desirous of coming to call upon those who are there. The whole thing from beginning to end is as private as it can possibly be. It is true that the owner proposes to let it out in flats, but he reserves to himself the absolute right over the whole of this piece of land, and people simply have the rights which he chooses to give them. That being so, can this quadrangle or courtyard of these houses be called a street, or can it be said to be laid out for carriage traffic? The 7th section of the Act says that before any person commences to form or lay out any street, whether intended to be used for carriage traffic, or foot traffic, he must make an application. If the argument for the county council were correct, the footway up to a house would seem to come within the definition of street, because a portion of the ground which he has for the purpose of building a house on is used for foot traffic; it is used by people going up to the house. If that argument were to be allowed, I do not see where we are to draw the line. If the owner is not to be allowed to keep private a courtyard—as has been done in this case—I cannot see how he can deal with any portion of his land which is devoted to the passing to and fro of people going to the house, or can reserve to himself the right of making that roadway or that footway which he thinks most suitable for communication. In this particular case the claim is made under a section which would make it necessary for the

owners to devote 40 ft. of this road to a carriageway, or where there was no roadway, 20 ft. to a footway—absolutely useless and absolutely inconsistent with the rights of private owners of property. Although I quite agree that we are not justified in considering ourselves bound by the case of *The London County Council v. Davis*, because that case was the converse of this and the magistrate found the other way, and the court held that the magistrate was justified in finding as he did, and they would not overrule him: although we cannot say that that is a direct authority by which we are bound in this case, we are entitled to say this, that not only in that case, but in almost all the cases in which the question has been argued, the learned judges have used such an example as this as an instance to shew that it would not be a street if the owner proposed to deal with it as he proposed to deal with it in this case. Therefore we are entitled to call in aid the arguments used, and the statements of the judges of what their views would be, on such a case as the present. I quite agree with the statement on behalf of the county council that the word "street" has never been absolutely defined, but there are many cases in which that which has been done has been held not to constitute a street. We consider this one of those cases where we are not asked to define what is a street. It may be that some day some one will be able to do it—no one has yet succeeded in doing it—but we are entitled to say whether or not this is a street within the meaning of this particular section. We have both come to the conclusion that it is not a street within the meaning of that section. Therefore we are of opinion that this decision of the magistrate was wrong, and that the conviction must be quashed.

LAWRENCE, J., concurred. Appeal allowed and conviction quashed.—COUNSEL, *Lawson Wallen, Q.C.*, and *E. Morten; Cripps, Q.C.*, and *Avory*. SOLICITORS, *Goddin, Son, & Holmes; W. A. Blaxland*.

[Reported by SIR SHERSTON BAKER, Bart., Barrister-at-Law.]

LAW OFFICERS' SALARIES.

THE following is the Treasury minute, dated the 5th of July, 1895, regulating the salaries and other emoluments of the Attorney-General and the Solicitor-General for England:—

The Chancellor of the Exchequer calls the attention of the board to their minutes of the 5th of December, 1892, and the 29th of June, 1894, relating to the remuneration of the law officers of the Crown.

The Chancellor of the Exchequer states that further consideration of the system has suggested certain alterations in the arrangements now in force, and he accordingly recommends that the following resolutions should receive their lordships' sanction in the place of those laid down in the minutes mentioned above.

1. The law officers shall receive salaries, to be annually voted by Parliament, viz., the Attorney-General £7,000 per annum and the Solicitor-General £6,000 per annum, to cover all business of whatever nature done by them as law officers for any department of Government, except the business specially described below as contentious business.

2. Salaries to the law officers' personal clerks for business other than contentious business shall be paid in accordance with the Treasury minute of the 12th of January, 1893—i.e., at the rates of £300 and £200 respectively.

3. The law officers shall not undertake business of any kind on behalf of private clients, and any law officer shall, on appointment to office, return any papers which have been placed before him, or any briefs which have been delivered to him, on behalf of private clients.

4. Contentious business, in respect of which fees shall be paid to the law officers, shall be such business only as relates to proceedings, civil or criminal, which have actually been commenced, and in which the Government is, or represents, the plaintiff, defendant, or prosecutor.

5. No complimentary brief shall be delivered to a law officer, nor shall any fee be paid, unless he is instructed to appear and conduct the case. But this regulation shall not interfere with the right of the Attorney-General to require a brief to be sent to a law officer in any case which, in his opinion, should be conducted by a law officer.

6. The following rules shall apply in the case of contentious business. A law officer shall be instructed to appear in the following cases:—(a) Cases in which directions to that effect shall be given by the head of any Government department; (b) any case in which, in the opinion of the Solicitor to the Treasury or of the solicitor of any Government department, it is desirable, in the public interest, that a law officer should appear; (c) cases concerning prolongation of patents in the Privy Council; (d) information on the Crown side and customs cases; (e) cases in the Revenue Paper; (f) cases in the Court of Appeal, House of Lords, and Privy Council. In all other cases a law officer shall not be instructed unless, in the opinion of the Attorney-General for the time being, it is necessary, in the interest of the public service, that a law officer should appear.

7. One law officer only shall be instructed, except in cases in which, in the opinion of the Attorney-General for the time being, it is necessary, in the interest of the public service, that both law officers should appear.

8. For contentious business, as above described, the law officers and their clerks shall receive fees according to the ordinary professional scales, meaning thereby the scale of fees which a Queen's Counsel of average standing in the profession might properly accept from a private client, subject to the condition that the maximum fee payable shall be, brief 150 guineas, refresher 30 guineas. If a law officer is required to appear out of London as counsel for a Government department, he shall receive a special

fee, not exceeding 100 guineas, in addition to the fee on his brief. In cases of exceptional importance or difficulty, such an increased fee on the brief may be allowed as the Chancellor of the Exchequer shall approve.

9. Any question which may arise as to the application of any of the above resolution shall be submitted to the Chancellor of the Exchequer, whose decision shall be final.

This minute shall take effect from July 5, 1895, and shall apply to every law officer appointed after that date.

My lords approve, and hereby cancel the resolutions contained in their minutes of December 5, 1892, and June 29, 1894.

LEGAL NEWS.

APPOINTMENT.

Mr. ROBERT BANNATTINE FINLAY, Q.C., M.P., has been appointed Solicitor-General.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ROBERT JONES, RANDAL CASSON, CHARLES EDWARD BREESE, and DAVID BREESE, solicitors (Breese, Jones, & Casson), Portmadoc and Dolgelly. So far as regards the said Charles Edward Breese. The said Robert Jones, Randal Casson, and David Breese will continue to carry on business under the same style or firm of Breese, Jones, & Casson.

[Gazette, August 23.]

REGINALD BRIDGER and WALTER OAKES FREEMAN, solicitors (Bridger & Freeman), 5, Eastcheap, London. August 6.

[Gazette, August 27.]

GENERAL.

The German Emperor has conferred a knighthood of the Order of the Crown upon Mr. Leopold Goldberg. Mr. Goldberg has been for many years solicitor to the German Embassy and to the German Consulate-General, and is senior member of the firm of Goldberg, Langdon, Barrett, & Newall, solicitors, 2 and 3 West-street, Finsbury-circus, E.C.

A "Solicitor," in a letter appearing in the *Times* of the 24th inst., says: "Here is a curious result (presumably a chance one) of the aggregation provisions of the Finance Act:—A saves, during his lifetime, just over £1,000. This he bequeaths to his wife B for life, and upon her death to his children C and D and to a stranger in blood E, share and share alike. Upon the decease of his wife B, it is found that her property amounts to something over £25,000. Consequently the rate of duty payable by C and D upon their father's legacy (now falling into possession), is $\frac{1}{4}$ per cent. The stranger E, however, is within the proviso to section 4, excepting from the aggregation provisions the case of property passing upon the death of the deceased, 'which, under a disposition not made by the deceased, passes immediately on the death of the deceased to some person other than the wife or husband or a lineal ancestor or lineal descendant of the deceased,' and accordingly it 'shall not be aggregated with any other property' for the purpose of determining the rate of duty payable. The stranger E is, therefore, liable to a 1 per cent. duty only, that is to say, $\frac{3}{4}$ per cent. less than the children, who have been deprived in his favour of a third of their patrimony, and who, perhaps, take nothing from their mother."

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, AUG. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLIANCE FINANCIAL CORPORATION, LIMITED.—Petn for winding up, presented Aug 20, directed to be heard before the Vacation Judge, Mathew, J., on Sept 3. Carritt, Mark Lane, agent for J A & W Moodie, Dumfries, solrs to petnrs. Notice of appearing must reach the abovesaid Frederick Blason Carritt not later than 6 o'clock in the afternoon of Sept 2.

DEVON COAL CO, LIMITED.—Petn for winding up, presented Aug 21, directed to be heard on Sept 3. Jackson & Co, Coleman st, solrs to petnrs. Notice of appearing must reach Jackson & Co not later than 6 o'clock in the afternoon of Sept 2.

RAFRANZA, LIMITED.—Creditors are required, on or before Oct 5, to send their names and addresses, and the particulars of their debts or claims, to Mr Charles Jesse Gilbert, Berkhamsted, Herts, or Mr Henry William Spratt, 46, Queen Victoria st. Chamberlayne & Short, Lincoln's inn fields, solrs for liquidators.

GRADACALAN QUICKSILVER MINES, LIMITED.—Creditors are required, on or before Oct 3, to send their names and addresses, and the particulars of their debts or claims, to William Henry Salmon, 20, Bucklebury. Francis & Johnson, Austin Friars, solrs to liquidator.

HENRY W. RICE & CO, LIMITED.—Creditors are required, on or before Sept 19, to send in their names and addresses, and the particulars of their debts or claims, to Mr Thomas Galland Mellow, King John's chambers, Bridlemithgate, Nottingham. Ashwell, Nottingham, solr for liquidator.

PAUL'S PATENT RAPID COALING BARGE SYNDICATE, LIMITED.—Petn for winding up, presented Aug 16, directed to be heard on Wednesday, Oct 30. Parker & Co, St Michael's Rectory, Cornhill, solrs to petnrs. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Oct 29.

SOUTHERN COUNTIES DEPOSIT BANK, LIMITED.—Petn for winding up, presented Aug 21, directed to be heard on Sept 3. Remnant & Sandars, Lincoln's inn fields, solrs to petnrs. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Sept 2.

T. C. & W. A. CRUMP, LIMITED.—Petn for winding up, presented Aug 22, directed to be heard on Tuesday, Sept 3. Arthur Tabor, 15, Abchurch lane, Cannon st, solr for petnrs. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Sept 2.

VARIETY AUTOMATIC SUPPLY STORES, LIMITED.—Petn for winding up, presented Aug 14, directed to be heard on Tuesday, Sept 3. Walker & Rowe, 8, Bucklebury, agents for A. Moleworth & Mattley, Rochdale, solrs to petnrs. Notice of appearing must reach Walker & Rowe not later than six o'clock in the afternoon of Sept 2.

FRIENDLY SOCIETY DISSOLVED.

RUTHIN, LLANFHYDD, AND LLANFURY FRIENDLY SOCIETY, Castle Hotel, Ruthin, Denbigh. Aug 17.

London Gazette.—TUESDAY, AUG. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLIANCE CONTRACTING CO, LIMITED.—Petn for winding up, presented Aug 26, directed to be heard on Oct 30. Savage & Co, Coleman st, solrs to petnrs. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Oct 29.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

ALPHA MILL CO, LIMITED.—Petn for winding up, presented Aug 24, directed to be heard at the Chancery Office, 9, Cook st, Liverpool, on Tuesday, Sept 17, at 11. Innes, Norfolk st, Manchester, solr for petnrs. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Sept 15.

FRIENDLY SOCIETIES DISSOLVED.

DAISY TONTINE SOCIETY, Club Room, 124, Pembroke-place Liverpool Aug 10

FRIENDLY SOCIETY, Commercial Inn chambers, Milnrow rd, Rochdale, Lancaster Aug 23

FRIENDLY SOCIETY, Robin Hood and Little John Inn, Great Staughton, Hunts Aug 23

JUSTICE LODGE, P.A.L.O. Friendly Society, Church Hotel, Droyliden, Lancaster Aug 23

SUSPENDED FOR THREE MONTHS.

FRIENDLY SICK AND BURIAL SOCIETY, Entwistle's Arms Inn, Hamer, Rochdale, Lancaster. Aug 21

FOUNTAIN LODGE OF INDEPENDENT DRUIDS FRIENDLY SOCIETY, Atlantic Hotel, Mosley st, Blackburn, Lancaster. Aug 21

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, AUG. 16.

BOSTOCK, WILLIAM, Liverpool, Merchant Sept 20 Lloyd v Bostock, Registrar, Liverpool

DELMÉ, SEYMOUR ROBERT, Cms Hall, nr Fareham, Southampton. Oct 25 Radcliffe v Radcliffe, Stirling, J

PORTER, SOPHIA, Oxford Oct 1 Porter v Porter, Stirling, J Mallam, Oxford

REES, WILLIAM, Treleach-ar-Bettws, Carmarthen, Farmer Oct 1 Jones v Rees, Chitty, J. George, Newcastle Emlyn, Carmarthen

London Gazette.—TUESDAY, AUG. 20.

RIGG, JOHN, Liverpool, Master Mariner Sept 24 Harrison v Harrison, Registrar, Liverpool Burton, Liverpool

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, AUGUST 20.

BAKER, THOMAS PETCHELL, Cheltenham, Grocer Oct 1 Crombie & Co, Bedford row

BLACK, WILLIAM, Dorking, Surrey, Dairyman Oct 5 Chester & Co, Bedford row

BODY, GEORGE, Somerset, Gent Sept 21 Rucombe & Co, Bridgwater

BROWN, EDGAR, Bermondsey, Superintendent Sept 16 Stanley & Co, Theobald's rd

BROWN, JOHN NUTTHALL, Handsworth, Staffs, Gent Oct 16 Brown & Co, Birmingham

BUDGE, NATHAN, Carlisle, I W, Gent Sept 29 Eldridge & Sons, Newport, I W

CHATTERIS, HENRY BYRNE, Brass, Neger Protectorate, South Africa Oct 7 Harvey & Speed, Clement's inn

DAVIES, DAVID, Aberdare, Grocer Oct 17 Kemshole, Aberdare

FIELD, CHARLES, Stonycroft, Liverpool, Gent September 27 Johnson, Liverpool

FLETCHER, THOMAS BENJAMIN, Ecclesfield, York, File Manager Sept 21 Bennett, Sheffield

FLURRY, JAMES HENRY, South Lambeth rd, S E, General Dealer Sept 20 Roberts, Furrer's inn

GARLAND, MARY, Kingsbury, Episcopi, Somerset, Widow Sept 23 Poole, South Petherton

GENT, HENRY, Wickhambrooke, Suffolk, Farmer Sept 30 Carr & Martin, Great Tower st, E C

HADLEY, SIDNEY HOPTON, Bristol, Esq Oct 5 Gwynn & Masters, Bristol

FRANCES, SARAHANNAH, Peterborough Oct 1 Wyman & Son, Peterborough

HARWOOD, ANN, Bristol Oct 5 Gwynn & Masters, Bristol

HAWORTH, JOHN WALTER, Blackburn, Gent Sept 28 Malam Bros, Blackburn

MARSHALL, GEORGE, Nottingham, Farmer Sept 21 Hickson, Nottingham

MCALLISTER, JAMES ADAIR, Plumstead Sept 30 Alexander & Harratt, Ely pl

MONTFIORE, ARTHUR MONTFIORE SBRAO, Kensington gds Oct 1 Tamplin & Co, Fen-church st

NORTHCOTT, WILLIAM, Bristol Oct 7 Tarr & Arkell, Bristol

PATERSON, ROBERT, Liverpool, Solicitor Sept 20 Jones & Co, Liverpool

PETERS, JULIA, Truro Sept 21 Bennetts, Truro

REXINGTON, ROBERT FREDERICK, jun, Hammersmith, Gent Sept 30 Syms, Farnival's inn

ROBINSON, FRANCIS, St James's, Solicitor Sept 20 Hilder, Jersey st

SCOTT, GEORGE, Stockton on Tees, Iron Merchant Oct 12 Crosby & Co, Stockton on Tees

SPENCER, WILLIAM, Warwick, Yeoman Sept 13 Saunders, Chipping Norton

STOKES, GEORGE, Saffron Walden, Essex, Malster October 5 Wade & Wade, Saffron Walden
 STOKES, JOHN STEPHENS, Edenbridge, Kent Sept 30 Wright, Lincoln's inn fields, W C
 STOKES, WILLIAM, Newcastle on Tyne, STOKES, LOUISA, Jettow on Tyne Sept 30 Hick, Gateshead
 TAYLOR, ANN, Esb, Durham Sept 16 Patrick & Son, Durham
 THOMAS, DECIUS, Hlebech, Pembroke, Labourer Sept 21 Roberts, Narberth
 THURBURN, JAMES, Monkwearmouth, Colliery Heap Keeper Sept 23 Stockdale, Sunderland
 TURNER, FREDERICK MARTIN, Eastbourne, Gent Oct 1 Stuart & Tull, Gray's inn sq
 UTHMAN, JOHN WILLIAM, Brixham, Devon, Ship Builder Aug 31 Bartlett & Roberts, Paignton
 WARD, MARY, Weston super Mare Sept 26 Baker & Co, Weston Super Mare
 WILLIAMS, EDWARD, Knighton, Radnor Sept 30 Wallis, Knighton
 WALTER, WISTLE, Bristol, Linen Draper Oct 5 Gwynne & Masters, Bristol
 WORTHINGTON, JOHN, Preston, Lancs Sept 24 Bramwell, Preston

London Gazette.—FRIDAY, AUG. 31.

BROWN, MARY, Upper Wortley Sept 31 Smith, Leeds
 COLLOCK, GEORGE, Bognor Sept 29 Staffurth & Staffurth, Bognor
 COLMAN, WILLIAM HARDWICK, Islip, Northampton, Farmer Sept 21 Hunnybun & Sons, Huntingdon
 DAVIES, the Rev EDWARD LUTWYCHE, and ANN DAVIES, Bristol Oct 1 Wallis, Hereford
 DE TREISSIER, General HENRY PRICE BARON, Leatherhead, Baron Oct 1 Barnes & Bernard, Finsbury circus
 GALLIE, HECTOR FRANK, St Helens, Lancaster, Wine Merchant Oct 1 Oppenheim & Malkin, St Helens
 GLEADALL, ELIZABETH EMMA, Sheffield Sept 30 Rodgers & Co, Sheffield
 HAM, MARY ANN, Falmouth Sept 14 Jenkins, Falmouth
 HARRIS, CHARLOTTE, Hereford, Eardisley Oct 1 Buchanan, Salop

HOLME, JOSEPH, Lancaster, Joiner Sept 30 Boardman, Manchester
 JONES, MARY ANN, Monmouth Sept 30 Williams, Monmouth
 KNUX, THOMAS, Oxford, Farmer Oct 30 Wilkins & Toy, Chipping Norton
 LEE, PHILLIS, Westbourne gins Sept 30 Withers & Withers, Arundel
 MORAN, CATHERINE, Glazemorgan Sept 16 Walter Morgan & Co, Pontypridd
 PARSONS, THOMAS HENRY, Upper Norwood, Gent Sept 30 Perry & Travis, Stourbridge
 PRESFOLD, CLARA, Worthing Sept 30 Holmes & Bennett, Worthing
 PUGLEY, AGNES, Bristol Oct 5 Gwynn & Masters, Bristol
 QUARRIE, FRANCES MARY DU, Belgrave sq Oct 7 Pritchard & Co, Little Trinity lane
 SAKKEY, MARGARET, Appleton, Chester Sept 31 Davies & Co, Warrington
 SCHUTER, FERDINAND, Tannet st, Bermondsey Sept 30 Still & Son, New square, Lincoln's inn
 SIMPSON, MARY ANN, Heston Moor, Lancaster Sept 29 Chapman & Co, Manchester
 SMITH, HENRY, Nottingham, Tin Plate Worker Sept 28 Eking, Nottingham
 STEVENS, JOHN, Hornsey Oct 7 Davies, Moorgate st
 STONE, JOHN STEPHENS, King st, Covent Garden Sept 30 Wright, Lincoln's inn fields, W C
 TROTTER, MARIA MARGARET, New Cross rd, S E Sept 30 Langton, Charles st, St James' sq, W C
 TUCKER, MARY, Weston super Mare Oct 5 Gwynn & Masters, Bristol
 VAUGHAN, the Hon MARY JOSEPHINE, Wilton crescent Oct 19 Barnes & Bernard, Finsbury circus, E C
 WAKELAM, MARY, Birmingham Sept 30 Jacques & Sons, Birmingham
 WALKER, CHARLES, Nottingham, Gent Sept 9 Whitworth, Nottingham
 WALLACE, THOMAS HENRY SIMPSON, Ravensworth, Durham, Gent Sept 11 Clayton & Gibson, Newcastle upon Tyne
 WOOD, JOHN, Stockport, Esq Sept 28 Ellison, Glossop
 ZIEGLER, JULIUS, Pfullingen, Wurtemberg, Germany Sept 22 Rehders & Higgs, Minsing lane, E C

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, AUG. 31.

RECEIVING ORDERS.

ANTHONY, WESLEY HENRY, Ilkerton, Watchmaker Derby Pet Aug 21 Ord Aug 31
 ASHCROFT, EDWARD, Hale, Farmer Manchester Pet Aug 19 Ord Aug 19
 BAILEY, HARRY BOORMAN, Aderley, Chemist High Court Pet Aug 30 Ord Aug 30
 BALL, ALFRED JOHN, Wellington, Baker Madeley Pet Aug 19 Ord Aug 19
 BALL, THOMAS, Milford Haven, Ship's Cook Pembroke Dock Pet Aug 30 Ord Aug 30
 BARBER, THOMAS SAMUEL, Feltham, Nurseryman Kingston Pet Aug 19 Ord Aug 19
 BARROW, JOHN, Dunstable, Grocer Luton Pet July 30 Ord Aug 30
 BROUGHTON, RICHARD, Openshaw, Builder Manchester Pet July 31 Ord Aug 19
 CHESTER, EDWARD WILLIAM, Brighton, Grocer Brighton Pet Aug 21 Ord Aug 21
 COOK, SYDNEY FRANK, King's Heath, Worcs, Builder Birmingham Pet Aug 21 Ord Aug 21
 COOK, CORNWALL, Spring Vale, I of W, Builder Newport Pet Aug 19 Ord Aug 19
 DAWSON, ALFRED, Stapleford, Farmer Cambridge Pet Aug 21 Ord Aug 21
 DODSON, MARGARET ELIZABETH, Burton on Trent Butcher Burton on Trent Pet Aug 19 Ord Aug 19
 GRANT, ALEXANDER, South Shields Newcastle on Tyne Pet Aug 19 Ord Aug 19
 HALL, THOMAS, Clapham High Court Pet July 16 Ord Aug 16
 HODGSON, ELIZABETH, Scarborough Scarborough Pet Aug 19 Ord Aug 19
 JEFFREY, SARAH JANE, Hartogate, Coal Dealer York Pet Aug 2 Ord Aug 19
 JOHNSON, THOMAS COATES, jun, and ARTHUR NORMAN, Luton, Beds, Auctioneers Luton Pet Aug 21 Ord Aug 21
 KENT, ALFRED, Handsworth, Confectioner Birmingham Pet Aug 21 Ord Aug 21
 LEWIS, JOHN REUBEN, Nottingham, Clerk Nottingham Pet Aug 19 Ord Aug 19
 LAWS, WILLIAM HOWELL, Briton Ferry, Draper Neath Pet Aug 19 Ord Aug 19
 MAXFIELD, GEORGE, Godalming, Builder Godalming Pet Aug 21 Ord Aug 21
 MARSTON, ROBERT, Rotherhithe, Coal Merchant High Court Pet Aug 30 Ord Aug 30
 MORAN, RICHARD HENRY, Pontymister, Mon, Grocer Newport, Mon Pet Aug 30 Ord Aug 30
 PARRY, ROBERT, Llanberis, Blacksmith's Striker Bangor Pet Aug 19 Ord Aug 19
 PATTEN, CHARLES JOHN, Cambridgeshire, Publican Cambridge Pet Aug 30 Ord Aug 30
 PELL, JOHN, Bradford, Printer Bradford Pet Aug 19 Ord Aug 19
 POTTS, HENRY JOHN WILLIAM, Malpas, Cheshire, Veterinary Surgeon Pet Aug 30 Ord Aug 30
 PRICE, JAMES, Shanklin, I W, Fruiterer Newport Pet Aug 21 Ord Aug 21
 READER, JOHN, Spondon, Derbyshire, Joiner Derby Pet Aug 30 Ord Aug 30
 STEPHENS, ALFRED THOPHILUS, Caerleon, Mon, Clerk Newport, Mon Pet Aug 30 Ord Aug 30
 STOKES, JOHN, West Bromwich, Millbiller West Bromwich Pet Aug 17 Ord Aug 17
 THOMAS, HERBERT JOHN, Newport, Mon, Ironmonger Newport, Mon Pet Aug 19 Ord Aug 19
 THRESH, CHARLES HENRY, and WILLIAM HENRY NORRIS, Wakefield, Linen Makers Wakefield Pet Aug 17 Ord Aug 17

THRESH, THOMAS, and GEORGE THRESH, Wakefield, Colliery Proprietors Wakefield Pet Aug 17 Ord Aug 17
 WHITEHEAD, CHRISTOPHER, Middlewich, Ironmonger Nantwich Pet Aug 19 Ord Aug 19
 WILLIAMS, DAVID JOSEPH, Merthyr Tydfil, Collier Merthyr Tydfil Pet Aug 30 Ord Aug 30
 WILSON, JOHN CHARLES, Leicester, Hardware Dealer Leicester Pet Aug 30 Ord Aug 30
 WITHBRIDGE, ARTHUR, Drayhill Cottage, Devonshire, Carpenter Plymouth Pet Aug 30 Ord Aug 30
 YULL, WILLIAM, Whitechapel rd, Ironmonger High Court Pet Aug 30 Ord Aug 30

FIRST MEETINGS.

ASH, EDWARD, Bristol, Army Pensioner Oct 11 at 2 Off Rec, 14, Chapel st, Preston
 ASHCROFT, EDWARD, Cheshire, Farmer Aug 30 at 2.45 Ogden's chambers, Bridge st, Manchester
 BACON, BEN, Manchester, Pottery Manufacturer Aug 30 at 2.30 Off Rec, St James chambers, Derby
 BRADSHAW, DAVID, Jnr, Staffordshire Aug 30 at 11 Off Rec, Dudley
 BEVINGTON, ABRAHAM COOPER, Staffordshire Aug 30 at 11.30 Off Rec, Dudley
 BRANDRITH, MACLAUREN ROBERT HENRY, Brighton, Solicitor Sept 3 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
 BRASS, T A, Surbiton, Gent Aug 30 at 11.30 24, Railway app, London Bridge, S E
 BROADBENT, THOMAS, Sheffield, Musical Instrument Dealer Aug 30 at 3 Off Rec, Fytro lane, Sheffield
 BUNBURY, WILLIAM JAMES, Mile end rd, Licensed Victualler Aug 30 at 12 Bankruptcy bldgs, Carey street
 CHAMBERS, CATHERINE, Merthyr Tydfil, Draper Sept 4 at 12 Off Rec, Merthyr Tydfil
 DAWSON, GEORGE, Northumbria, Tobaccoist Sept 3 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 EVERSHED, BENJAMIN, Yorkshire, Market Gardener Aug 30 at 11 Off Rec, Trinity House lane, Hull
 FENLEY, JOHN HENRY, Holborn, Solicitor Sept 3 at 12 Bankruptcy bldgs, Carey st
 FITTALL, GEORGE, Isle of Sheppey, Farmer Aug 31 at 11.30 Off Rec, 140, High st, Rochester
 FLETCHER, JOHN, Worcestershire, Grocer Aug 30 at 12 Off Rec, Dudley
 FRYER, JOHN, York, Gardener Sept 4 at 3 Off Rec, 8, Albert rd, Middlesbrough
 GREEN, GEORGE ALFRED, Southsea, House Agent Sept 4 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 HALL, THOMAS, Clapton Sept 2 at 11 Bankruptcy bldgs, Carey st
 HAMILTON, WILLIAM LOAT MURRAY, Shrocham, Gent Aug 30 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 HARGREAVE, CHARLES, Leeds, Solicitor Sept 2 at 11 Off Rec, 25, Park row, Leeds
 HOUSE, ALBERT, Bradford, Cycle Engineer Aug 30 at 11 Off Rec, St. Manor row, Bradford
 HOWE, JOHN, Dorchester, Builder Aug 30 at 12.30 Off Rec, Salisbury
 LEE, HENRY, Bristol, Boot Manufacturer Sept 4 at 11.30 Off Rec, Bank chambers, Corn st, Bristol
 JEFFREY, SARAH JANE, York, Coal Dealer Sept 3 at 12.30 Off Rec, 25, Stonegate, York
 JONES, ELIAS, Manchester, Ale Bottler Aug 30 at 3 Ogden's chambers, Bridge st, Manchester
 LEACH, RICHARD LEE, Devonshire, Farmer Sept 2 at 11 Off Rec, 13, Bedford circus, Exeter
 MERRITT, WILLIAM MERVILLE, West Hartlepool, Ironfounder Aug 30 at 3 Off Rec, 95, John st, Sunderland
 MORRIS, ALBERT WILLIAM, Bristol, Egg Merchant Sept 4 at 12 Off Rec, Bank chambers, Corn st, Bristol

ORRATHWAITE, ARTHUR, St James's place, Poor Sept 2 at 11 Bankruptcy bldgs, Carey st
 PELL, JOHN, Bradford, General Printer Sept 4 at 11 Off Rec, 31, Manor row, Bradford
 PRICE, JAMES, Llywyrn, Brecon, Farm Labourer Aug 30 at 11.30 Off Rec, Merthyr Tydfil
 PRICE, THOMAS, Llywyrn, Brecon, Farm Labourer Aug 30 at 11.30 Off Rec, Merthyr Tydfil
 RICE, HENRY WALTER, Nottingham, Lace Maker Aug 30 at 12 Off Rec, St Peter's Church walk, Nottingham
 ROSS, EDGAR ALISON, Hadfield, Derbyshire, Grocer Aug 30 at 2.30 Ogden's chambers, Bridge st, Manchester
 ROWE, WILLIAM, Marazion, Builder Aug 31 at 12.30 Off Rec, Boscastle st, Truro
 SEDGWICK, BENJAMIN, Haling, Farmer Sept 5 at 11.30 Off Rec, 140, High st, Rochester
 SIMPLE, GEORGE, Highbury Barn, Butcher Aug 30 at 11 Bankruptcy bldgs, Carey st
 SNOW, WILLIAM, Whimple, Devonshire, Farmer Aug 30 at 10.30 Off Rec, 13, Bedford circus, Exeter
 SPENCER, JAMES, Liverpool, Tobaccoist Sept 3 at 12 Off Rec, 35, Victoria st, Liverpool
 STEEL, DOUGLAS QUINN, Alburgh, nr Liverpool, Solicitor Sept 3 at 2 Off Rec, 35, Victoria st, Liverpool
 TATTLER, WALTER JAMES, Hartow rd, Hosiery Aug 30 at 2 Bankruptcy bldgs, Carey st
 WALKER, EDWARD, Essex rd, late Fancy Goods Merchant Sept 2 at 12 Bankruptcy bldgs, Carey st
 WILLY, WILLIAM JAMES, Ross Greenhead, Grocer Sept 3 at 11.30 24, Railway approach, London Bridge

ADJUDICATIONS.

ANTHONY, WESLEY HENRY, Ilkerton, Watchmaker Derby Pet Aug 21 Ord Aug 31
 ASHCROFT, EDWARD, Hale, Gen, Farmer Manchester Pet Aug 19 Ord Aug 19
 BALL, THOMAS, Milford Haven, Ship's Cook Pembroke Dock Pet Aug 30 Ord Aug 30
 BUNBURY, WILLIAM JAMES, Bermondsey, Licensed Victualler High Court Pet May 25 Ord Aug 30
 DODSON, MARGARET ELIZABETH, Burton on Trent Burton on Trent Pet Aug 19 Ord Aug 19
 FERRELL, JOHN HENRY, Holborn, Solicitor High Court Pet July 4 Ord Aug 19
 FITTALL, GEORGE, Isle of Sheppey, Farmer Rochester Pet Aug 15 Ord Aug 30
 GRANT, ALEXANDER, South Shields, Fancy Goods Dealer Newcastle on Tyne Pet Aug 19 Ord Aug 19
 GREEN, HENRY, Birmingham, Dryalter Birmingham Pet Aug 19 Ord Aug 19
 HODGSON, ELIZABETH, Scarborough Scarborough Pet Aug 19 Ord Aug 19
 JOHNSON, ALFRED, Gnosall, Butcher Stafford Pet Aug 3 Ord Aug 3
 LEWIS, JOHN REUBEN, Nottingham, Clerk Nottingham Pet Aug 19 Ord Aug 19
 MARSTON, ROBERT, Rotherhithe, Coal Merchant High Court Pet Aug 30 Ord Aug 30
 MORAN, RICHARD HENRY, Pontymister, Mon, Grocer Newport, Mon Pet Aug 30 Ord Aug 30
 PARRY, ROBERT, Llanberis, Blacksmith's Striker Bangor Pet Aug 19 Ord Aug 19
 PATTEN, CHARLES JOHN, Cambridgeshire, Publican Cambridge Pet Aug 30 Ord Aug 30
 POTTS, HENRY JOHN WILLIAM, Cheshire, Veterinary Surgeon Stafford Pet Aug 30 Ord Aug 30
 READER, JOHN, Derbyshire, Joiner Derby Pet Aug 30 Ord Aug 30
 STANLEY, JOHN, Dartford Draper Rochester Pet July 31 Ord Aug 19
 STEPHENS, ALFRED, THOPHILUS, Caerleon, Mon, Clerk Newport, Mon Pet Aug 30 Ord Aug 30
 THOMAS, HERBERT JOHN, Newport, Mon, Ironmonger Newport, Mon Pet Aug 19 Ord Aug 19
 THRESH, THOMAS, and GEORGE THRESH, Wakefield, Colliery Proprietors Wakefield Pet Aug 31 Ord Aug 17

THORPE, CHARLES HENRY, and WILLIAM HENRY NORBERT, Wakefield, Linen Manufacturers Wakefield Pet Aug 17 Ord Aug 17
WAINWRIGHT, JOHN, Nottingham, Baker Nottingham Pet July 25 Ord Aug 20
WILLIAMS, DAVID JOSEPH, Merthyr Tydfil, Collier Merthyr Tydfil Pet Aug 30 Ord Aug 30
WILLIAMS, JOHN CHARLES, Leicester, Hardware Dealer Leicester Pet Aug 19 Ord Aug 30
WITHERIDGE, ARTHUR, Devonshire, Carpenter Plymouth Pet Aug 17 Ord Aug 30
YUILL, WILLIAM, Whitechapel rd, Ironmonger High Court Pet Aug 30 Ord Aug 30

London Gazette.—TUESDAY, Aug. 27.

RECEIVING ORDERS.

BERRIDGE, R.W., Croydon, Builder Croydon Pet Aug 19 Ord Aug 22
BOON, GEORGE, Wakefield, Boot Dealer Wakefield Pet Aug 21 Ord Aug 21
BRIDLEY, WALTER HENRY, Stourbridge, Clerk Stourbridge Pet Aug 21 Ord Aug 21
BROWN, JOHN BARTLETT, Aston juxta, Commercial Traveller Birmingham Pet Aug 22 Ord Aug 22
BUCKLEY, JON, Netherthorpe, Farmer Huddersfield Pet Aug 22 Ord Aug 22
COCK, ROBERT BARZILLAI, Broadstairs Canterbury Pet Aug 22 Ord Aug 22
DAY, MARION, Leicester, Spinster Leicester Pet July 30 Ord Aug 22
EAST, SAMUEL BATHMAN, Ramsgate, Hotel Manager Canterbury Pet Aug 22 Ord Aug 22
FISHER, F.E., Malt Factory High Court Pet July 30 Ord Aug 22
HALL, EDWARD BRACE, Watling st High Court Pet July 9 Ord Aug 23
HOWARD, WILLIAM, Littleborough, Salesman Rochdale Pet Aug 23 Ord Aug 23
HOWELLS, JOHN, St Lythans, Glam, Corn Merchant Cardiff Pet Aug 21 Ord Aug 21
HUGHES, HUGH, Portmadoc, Schoolmaster Portmadoc Pet Aug 23 Ord Aug 23
ISONS, JAMES F., Gresham bldgs, E.C. High Court Pet Aug 8 Ord Aug 23
JACOBS, LEWIS, Leeds, Hawker Leeds Pet Aug 23 Ord Aug 22
KEE, LORD CHARLES INNES, Charles st, Berkeley sq, Gent High Court Pet June 1 Ord Aug 21
LABOUR, WILLIAM, East Liss, Hampshire, Builder Portsmouth Pet Aug 9 Ord Aug 21
LEWIS, FRANCIS THOMAS, Barrow in Furness, Grocer Barrow in Furness Pet Aug 22 Ord Aug 22
LITTLE, JOHN, St Helens, Yeast Dealer Liverpool Pet Aug 22 Ord Aug 22
MAYBOUR, WILLIAM, Portsea, Refreshment house Keeper Portsmouth Pet Aug 22 Ord Aug 22
MILLET & CO, WILLIAM E., Finsbury pavement, Auctioneers High Court Pet July 30 Ord Aug 21
MITCHELL, SETA, Golders, Yorks, Commission Agent Huddersfield Pet Aug 22 Ord Aug 23
NICOLLAS, DAVID, Llantwood, Labourer Carmarthen Pet Aug 21 Ord Aug 21
ODDY, WILLIAM, Kidderminster, Labourer Kidderminster Pet Aug 30 Ord Aug 30
PATTERSON, JOHN GERARD, Leek, Staffs, Manufacturer's Agent Macclesfield Pet Aug 12 Ord Aug 22
PESKIN, JOHN GUY, Old Change, Manufacturer's Agent High Court Pet Aug 21 Ord Aug 22
READ, WALTER, Bournemouth, Coal Merchant Poole Pet Aug 14 Ord Aug 24
ROBIN, FRANCIS REGINALD, Stoke Newington Edmonton Pet Aug 21 Ord Aug 21
ROBIN, JAMES EDWARD, Wollscote, nr Stourbridge, Grocer Stourbridge Pet Aug 19 Ord Aug 19
SAMUELL, BENJAMIN JOSEPH WILLIAM, Plymouth, Farmer Plymouth Pet Aug 24 Ord Aug 24
SHAW, WILLIAM, Edgworth, Huddersfield, Shipping Merchant Huddersfield Pet Aug 23 Ord Aug 23
SMITH, ARTHUR, Broomfield, Essex, Coal Dealer Chelmsford Pet Aug 21 Ord Aug 21
STUBINGTON, EDWARD, Harrow rd, Builder High Court Pet Aug 6 Ord Aug 23
THOMAS, WILLIAM HENRY, Westminster, Civil Engineer High Court Pet Aug 22 Ord Aug 23
WALKER, EDWARD, Exeter, Engraver Exeter Pet Aug 22 Ord Aug 23
WALKER, FRED ROBERT, Lincs, Market Gardener Great Grimsby Pet Aug 21 Ord Aug 21
WELLS, JOHN, Lincs, Grocer Boston Pet Aug 24 Ord Aug 24
WHITE, JAMES, Stapleton, Glos Newport Mon Pet Aug 24 Ord Aug 24
WILKINSON, JOHN FENNY, Oldham, Cabinet Maker Oldham Pet Aug 7 Ord Aug 22
WRIGHT, BENJAMIN WILLIAM, Bilston, Bacon Curer Wolverhampton Pet Aug 23 Ord Aug 24

Amended notice substituted for those published in the London Gazette of 16th August.

HEKETH, WILLIAM, Seacombe, Commission Agent Manchester Pet July 27 Ord Aug 12
PRICE, JAMES, Broom, Farm Labourer Merthyr Tydfil Pet Aug 12 Ord Aug 12

FIRST MEETINGS.

ANTHONY, WESLEY HENRY, Ilkerton, Derbyshire, Watchmaker Sept 3 at 11.30 Off Rec, St James's chambers, Derby
BAINBRIDGE, HENRY BOORMAN, Camden Town, Manufacturing Chemist Sept 4 at 2.30 Bankruptcy bldgs, Carey st
BALL, ALFRED JOHN, Wellington, Baker Sept 3 at 11 Off Rec, 42, St John's hill, Shrewsbury
BIRD, ANN, and JAMES CLARSON BIRD, Sturton, nr Stourbridge, Coal Merchants Sept 4 at 2.10 Talbot Hotel, Stourbridge

COCK, ROBERT BARZILLAI, Broadstairs Sept 12 at 9 Off Rec, 73, Castle st, Canterbury
DAWSON, ALFRED, Stapleford, Farmer Sept 3 at 11 Off Rec, 5, Petty Cury, Cambridge
DORRIS, MARGARET ELIZABETH, Burton on Trent Sept 4 at 11 Off Rec, St James's chambers, Derby
EAST, SAMUEL BATHMAN, Ramsgate, Hotel Manager Sept 13 at 9.30 Off Rec, 73, Castle st, Canterbury
FORD, ALFRED, Bloxwich, Mineral Water Maker Sept 4 at 11 Off Rec, Walsall
FULLWOOD, BENJAMIN, Tickhill, Fawcett Sept 3 at 3 Off Rec, Figtree lane, Sheffield
GREEN, HENRY, Birmingham, Drysalter Sept 6 at 11 23, Colmore row, Birmingham
HARRIS, JOHN RICHARD, Sedburgh, Farmer Sept 7 at 11.30 120, Highgate, Kendal
HODGSON, ELIZABETH, Scarborough Sept 3 at 11.30 Off Rec, 74, Newborough st, Scarborough
HUMBER, HENRY HEWITT, Swansea, Managing Brewer Sept 4 at 11 Off Rec, 31, Alexandra rd, Swansea
LAMB, WILLIAM, Blackburn, Clothier Oct 9 at 1.30 County Court house, Blackburn
MACCETH, ALEXANDER ROBERT, Clapham, Commission Agent Sept 4 at 12.30 24, Railway app, London Bridge
MARSTON, ROBERT, Rotherhithe, Coal Merchant Sept 4 at 12 Bankruptcy bldgs, Carey st
METCALFE, JOSEPH, Kirkby Steven, Butcher Sept 7 at 12 120, Highgate, Kendal
PARKER, GEORGE HENRY, Cheltenham, Builder Sept 5 at 4 County Court bldgs, Cheltenham
PARRY, ROBERT, Llanberis, Blacksmith's Striker Bangor Sept 5 at 11.45 Magistrate's Room, Bangor
PATTY, CHARLES JOHN, Cambridgehire, Publican Sept 3 at 12 Off Rec, 5, Petty Cury, Cambridge
PHILLIPS, HENRY, Exeter, Builder Sept 4 at 11.30 The Castle, Exeter
PRETTY, CHARLES, Norfolk, Bricklayer Sept 3 at 12 Off Rec, 36, Princes st, Ipswich
READER, JOHN, Spendon, Joiner Sept 3 at 11 Off Rec, St James's chambers, Derby
RICHE, WILLIAM, Glastonbury, Watchmaker Sept 5 at 12 Off Rec, 25, Colmore row, Birmingham
ROBIN, JAMES EDWARD, Stourbridge, Grocer Sept 4 at 1.50 Talbot Hotel, Stourbridge
SMITH, EDWARD, Birmingham, Fender Maker Sept 4 at 12 23, Colmore row, Birmingham
SMITH, JON, Birmingham, Auctioneer Sept 5 at 11 23, Colmore row, Birmingham
TASIE, HENRY, High st, Putney, Estate Agent Sept 3 at 12 24, Railway approach, London Bridge
TAYLOR, CHARLES JOHN, Hove, Gent Sept 3 at 12 Bankruptcy bldgs, Carey st
TAYLOR, THOMAS, Liverpool, Boot Dealer Sept 4 at 12 Off Rec, 35, Victoria st, Liverpool
TIBBETTS, FREDERICK ARTHUR, Cradley Heath, Staffs, Licensed Victualler Sept 3 at 10.30 Off Rec, Dudley
TUN, ALFRED JAMES, Northampton, Shoe Manufacturer Sept 4 at 12.30 County Court bldgs, Northampton
TURNER, ROBERT BRIER, Carnarvon, Dentist Sept 4 at 11.45 Princes of Wales Hotel, Carnarvon
WIGHTMAN, ALFRED, Cheshire Hulme, Cheshire, Clerk Sept 3 at 11.40 Off Rec, County chambers, Market pl, Stockport
WILSON, JOHN CHARLES, Leicester, Hardware Dealer Sept 3 at 12.30 Off Rec, 1, Berridge st, Leicester
WINTER, NORRIS, Northampton, Shoe Manufacturer Sept 4 at 12 Bankruptcy bldgs, Carey st
YUILL, WILLIAM, Whitechapel rd, E. Ironmonger Sept 3 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BATES, JOSEPH, Chorley Wood, Builder St Albans Pet July 4 Ord Aug 21
BIGGS, THEODORE COMBS, Leeds, Hop Merchant Leeds Pet July 18 Ord Aug 21
BOON, GEORGE, Wakefield, Boot Dealer Wakefield Pet Aug 21 Ord Aug 21
BROWN, BENJAMIN WEBSTER, Kingland rd High Court Pet May 29 Ord Aug 24
BUCKLEY, JOE, Netherthorpe, Farmer Huddersfield Pet Aug 22 Ord Aug 22
CHESLER, EDWARD WILLIAM, Brighton, Grocer Brighton Pet Aug 21 Ord Aug 23
COCK, ROBERT BARZILLAI, Broadstairs Canterbury Pet Aug 21 Ord Aug 22
DAWSON, ALFRED, Stapleford, Farmer Cambridge Pet Aug 21 Ord Aug 22
DAY, MARION, Leicester, Spinster Leicester Pet July 29 Ord Aug 24
EAMES, WILLIAM, St Albans, Builder St Albans Pet Aug 8 Ord Aug 21
HALL, REGINALD, Chatham, Captain Guildford Pet Sept 12, 1894 Ord Aug 21
HALL, THOMAS, Clapton High Court Pet July 16 Ord Aug 22
HOWARD, WILLIAM, Littleborough, Salesman Rochdale Pet Aug 22 Ord Aug 23
HOWE, JOHN, Dorchester, Builder Dorchester Pet Aug 3 Ord Aug 23
HOWELLS, JOHN, Cardiff, Corn Merchant Cardiff Pet Aug 21 Ord Aug 21
HUGHES, HUGH, Portmadoc, Schoolmaster Portmadoc Pet Aug 23 Ord Aug 23
JACOBS, LEWIS, Leeds, Hawker Leeds Pet Aug 23 Ord Aug 22
JEFFREY, SARAH JANE, Harrogate, Yorks, Coal Dealer York Pet Aug 2 Ord Aug 22
LABOUR, WILLIAM, Hampshire, Builder Portsmouth Pet Aug 9 Ord Aug 22
MAYBOUR, WILLIAM, Portsea, Refreshment house Keeper Portsmouth Pet Aug 30 Ord Aug 22
MCINTOSH, DONALD, Cannon st High Court Pet May 30 Ord Aug 22
MORRIS, ALBERT WILLIAM, Bristol, Egg Merchant Bristol Pet Aug 14 Ord Aug 23
NICOLLAS, DAVID, Llantwood, Pemb, Labourer Carmarthen Pet Aug 19 Ord Aug 21

ODDY, WILLIAM, Kidderminster, Labourer Kidderminster Pet Aug 30 Ord Aug 30
FERRENS, JOHN GUY, Old Change, Manufacturer's Agent High Court Pet Aug 21 Ord Aug 22
POOOCK, CHARLES GUY COVENTRY, Kilburn, Gent High Court Pet May 1 Ord Aug 23
ROBERTS, WILLIAM ARTHUR, Kensington High Court Pet Aug 17 Ord Aug 22
ROBERTS, LIONEL WORSELEY, Upper Bedford place, Gent High Court Pet July 19 Ord Aug 24
ROBIN, FRANCIS REGINALD, Stoke Newington Edmonton Pet Aug 14 Ord Aug 21
ROBIN, JAMES EDWARD, Wollscote, nr Stourbridge, Grocer Stourbridge Pet Aug 19 Ord Aug 19
SAMUELL, BENJAMIN JOSEPH WILLIAM, Plymouth, Farmer Plymouth Pet Aug 24 Ord Aug 24
SMITH, ARTHUR, Broomfield, Coal Dealer Chelmsford Pet Aug 19 Ord Aug 21
STARLES, EMILY BRATRICE, West Kensington, Boarding House Manager High Court Pet June 30 Ord Aug 21
STOTT, BOOTH, STOTT, DAVID, STOTT, WILLIAM ELLIS, and JOHN EDWARD STOTT, Bailiff Bridge, nr Brighouse, Yorks, Cotton Spinners Halifax Pet July 27 Ord Aug 24
TASIE, HENRY, High st, Putney, Estate Agent Wandsworth Pet June 22 Ord Aug 22
TAYLOR, CHARLES JAMES, Newbound Tevernall, nr Mansfield, Notts, Horse Dealer Nottingham Pet July 19 Ord Aug 24
TEMPLETON, SAMUEL, Blackhill, Durham, Clerk Newcastle on Tyne Pet July 1 Ord Aug 22
TICE, WILLIAM, York st, Westminster, Gas Engineer High Court Pet June 30 Ord Aug 21
WALKER, EDWARD, Exeter, Engraver Exeter Pet Aug 23 Ord Aug 23
WALKER, FRED ROBERT, Cleethorpes, Market Gardener Gr Grimsby Pet Aug 21 Ord Aug 21
WHITE, JAMES, Chepstow, Mon Newport, Mon Pet Aug 24 Ord Aug 24

Amended Notice substituted for that published in the London Gazette of the 16th August:—

PRICE, JAMES, Cray, Brecon, Farm Labourer Merthyr Tydfil Pet Aug 12 Ord Aug 12

SALES OF ENSUING WEEK.

Sept. 5.—Messrs. DANIEL WATNEY & SONS, at the Mart, at 2, Freehold Estate in Sussex, and Freehold Grounds and Building Land near Victoria Docks (see advertisements, Aug. 24, p. 4).
Sept. 6.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2, Reversions, Policies, &c. (see advertisements on the back page).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS JOURNAL, 26s. Od.; by Post, 28s. Od. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

TREADWELL & WRIGHT, of Devereux Court, Temple, W.C., Legal and General Shorthand Writers, are carrying on the Business begun by W. TREADWELL in 1845; Typewritten Transcripts; Legal and General Copying in Typewriting at Stationers' Charges; Competent Shorthand Clerks for Emergencies and Arrangements.

EDD AND SON,

ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1699.

94, CHANCERY LANE, LONDON.

minister
 Agent
 High
 Pet
 ce, Genl
 imonlon
 rbridge,
 Farmer
 ord Pet
 boarding
 20 Ori
 .118, and
 ighouse,
 27 Ori
 Wands-
 Mans-
 July 19
 ewcastle
 Engineer
 Pet Aug
 ener Gt
 Pet Aug
 the Lon-
 Merthyr

the Mart,
 Ground-
 ke (con
 the Mart,
 nents on

in the
 ticated

ing the
 d that
 lisher.

ich in-
 Post-
 rapper,
 JURNAL,
 bound
 w calf,

ereux-
 hortland
 a by W.
 ts; Legal
 Charges;
 Arrears.

ERS.

le of

YERS.

Town

Gowns.

OOH.